



CITY COUNCIL

**Davis Library 7501-B Independence Parkway, Plano TX
75025 and via videoconference**

DATE: September 23, 2024

TIME: 7:00 PM

This City Council Meeting will be held in person in the Davis Library Program Room and via videoconference. A quorum of the City Council, including the presiding officer, will participate in person. The facility will be open to members of the public.

Seating and visibility is limited in the Davis Library Program Room. Overflow seating is available in the lobby area of the Joint Use Facility located next door. For those wanting to watch the meeting, but not address the Council and for optimal viewing and sound quality, the meeting will be live-streamed on Plano's website at www.planotv.org by clicking on the Public Meetings Live tab, YouTube.com/cityofplanotexas and Facebook.com/cityofplanotx.

To speak at the meeting, register at Plano.gov/SpeakerRegistration. Online registration opens at 5:00 p.m. on the Wednesday prior to the meeting and **closes at 4:00 p.m.** on the day of the meeting. **ONSITE REGISTRATION IS NOT AVAILABLE.**

Emails regarding agenda items and other comments on City business may be submitted to: councilcomments@plano.gov.

CALL TO ORDER

INVOCATION: Rev. Kim Meyers, Senior Associate Pastor of Worship and Experience - St. Andrew Methodist Church

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE

OUR VISION - PLANO IS A GLOBAL ECONOMIC LEADER BONDED BY A SHARED SENSE OF COMMUNITY WHERE RESIDENTS EXPERIENCE UNPARALLELED QUALITY OF LIFE.

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

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. The Presiding Officer will establish time limits based upon the number of speaker requests.

Approval of Minutes

- (a) September 9, 2024
Approved

Approval of Expenditures

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

- (b) RFB No. 2024-0464-O for Eighteen (18) One-Ton Service Trucks to Sam Packs Five Star Ford in the estimated amount of \$1,197,743; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2024-0466-B for Hoblitzelle Park East Renovation, Project No. PKR-P-7023, for the Parks and Recreation Department to Cole Construction, Inc. in the amount of \$1,083,966; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (d) To approve the purchase of one (1) Heavy Truck Lift in the amount of \$169,859 from Reeder Distributors, Inc. for Fleet Services through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 715-23) **Approved**
- (e) To approve the purchase of six (6) Aerial Bucket Trucks in the amount of \$964,392 from Global Rental Co., Inc through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 040924-ALT) **Approved**
- (f) To approve the purchase of Office Furniture for Technology Solutions through the Engineering - Facilities Division in the estimated amount of \$284,187 from Oak Cliff Office Supply & Printing, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 230301) **Approved**

Approval of Contract / Agreement

- (g) To approve an Interlocal Agreement by and between the City of Plano, Texas and Collin County Community College District in the amount of \$20,000 for the period of one (1) year with up to three (3) automatic twelve (12) month renewals to provide higher education services as part of the City's Professional Development Program for the Human Resources Department; and authorizing the City Manager to execute all necessary documents. **Approved**

- (h) To approve the terms and conditions of an agreement between the City of Plano and Inrix, Inc. for access to the Traffic Signal Performance Measurement Platform for the DFW Region; and authorizing its execution by the City Manager. **Approved**

Adoption of Resolutions

- (i) To approve Amendment No. 3 updating reporting and performance deadlines and contact information to the contract with the Texas Commission on State Emergency Communications in a total contract amount not to exceed \$2,121,341.74 from the Coronavirus State and Local Fiscal Recovery Funds ("CSFRF") in the Next Generation 9-1-1 Fund ("NG9-1-1 Fund") for the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs; designating the City Manager as the authorized representative of the City for the purpose of executing Amendment No. 3 consistent with this resolution, acting in connection with the contract, and providing required information; authorizing the City Manager to execute all necessary documents; and providing an effective date. **Adopted Resolution No. 2024-9-9(R)**
- (j) To approve the re-appointment of the Health Authority for the City of Plano, Dr. Mark A. Gamber, D.O., through Questcare Medical Services, PLLC, in accordance with Section 121.033 of the Texas Health and Safety Code; and providing an effective date. **Adopted Resolution No. 2024-9-10(R)**

Adoption of Ordinances

- (k) To repeal Ordinance No. 2023-9-9; establishing the classifications for the civil service members of the Plano Fire Department for fiscal year 2024-25 with the effective date of October 1, 2024; establishing the number of positions and effective date for such positions for each classification; establishing the Compensation Plan for the civil service members of the Plano Fire Department with the effective date of December 30, 2024; establishing Certification and Assignment Pay Plans for the civil service members of the Plano Fire Department for fiscal year 2024-25 with the effective date of October 1, 2024; and providing a repealer clause, a severability clause and an effective date. **Adopted Ordinance No. 2024-9-11**
- (l) To repeal Ordinance No. 2023-9-10; establishing the classifications for the civil service members of the Plano Police Department for fiscal year 2024-25 with the effective date of October 1, 2024; establishing the number of positions and effective date for such positions for each classification; establishing the Compensation Plan for the civil service members of the Plano Police Department with the effective date of December 30, 2024; establishing Certification and Assignment Pay Plans for the civil service members of the Plano Police Department for fiscal year 2024-25 with the effective date of October 1, 2024; and providing a repealer clause, a severability clause and an effective date. **Adopted Ordinance No. 2024-9-14 with amendment.**
- (m) To amend Ordinance No. 2023-9-19 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to increase the fee schedules for water and sewer services effective October 1, 2024, adding a fee schedule for fire hydrant uses inadvertently deleted in a prior ordinance amendment, and providing a repealer clause, a severability clause, a savings clause, and an effective date. **Adopted Ordinance No. 2024-9-12**

- (n) To amend Ordinance No. 2023-9-20 codified as Section 18-32 of Article II, Collection Charges, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas, to increase the collection and disposal rates of: (1) 68 gallon and 95 gallon single-family and duplex containers and (2) 95 gallon containers for non-franchisee commercial customers, and the removal of the delivery fee for compost and compost-related products; and providing a repealer clause, a severability clause, a savings clause, and an effective date. **Adopted Ordinance No. 2024-9-13**

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 amend these times as deemed necessary.

Non-Public Hearing Items:

The Presiding Officer will permit 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 requests are received until the cumulative time is exhausted.

- (1) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-002 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 8.6 acres of land located on the south side of 14th Street, 330 feet east of U.S. Highway 75, in the City of Plano, Collin County, Texas, from Corridor Commercial and Planned Development-123-Downtown Business/Government to Planned Development-123-Downtown Business/Government; 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. Petitioners: Regency Property Investors, LP, Michael & Pamela Walker, Plano Family 001, LP, and Texas State Affordable Housing Corporation **Conducted and adopted Ordinance No. 2024-9-15 as amended.**
- (2) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-016 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 75 for Electrical Substation on 0.7 acre of land located 345 feet south of Summit Avenue and 1,245 feet west of Klein Road in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center and located within the 190 Tollway/Plano Parkway Overlay District, 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. Petitioner: Aligned Data Centers (DFW) Propco, LLC **Conducted and adopted Ordinance No. 2024-9-16**

- (3) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-017 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 79 for Trade School on 0.02 acre of land located 230 feet north of Park Boulevard and 440 feet west of Coit Road in the City of Plano, Collin County, Texas, presently zoned Retail, 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. Petitioner: DFW Chinatown Coit, LLC **Conducted and adopted Ordinance No. 2024-9-17**
- (4) Consideration of a Resolution to nominate an individual for election to the Collin Central Appraisal District Board of Directors; and providing an effective date. **Adopted Resolution No. 2024-9-18(R) nominating Rick Grady.**
- (5) Consideration of a Resolution to nominate an individual for election to the Denton Central Appraisal District Board of Directors; and providing an effective date. **No action taken**

COMMENTS OF PUBLIC INTEREST

This portion of the meeting is to allow up to three (3) 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.

IMPORTANT MESSAGE Comments of Public Interest (general comments on items related to city business not on the agenda) will be heard via Zoom at the end of each regular council meeting. To provide general comments, you must register to speak online and register for Zoom by 4:00 p.m. on the day of the meeting. No in-person Comments of Public Interest will be heard at the meeting. If your comments pertain to business unrelated to the City, we will provide a contact to the appropriate agency that can assist you, if applicable, as an alternative means of communication.

The City of Plano encourages participation from all citizens. The facility has accessible restroom facilities, drinking fountains, and power assist entrance doors. The facility is easily accessed from public sidewalks and parking areas, with designated accessible parking nearby. If you require additional assistance or reasonable accommodations under the Americans with Disabilities Act for this meeting or facility, including ASL interpreters, you should submit an ADA Reasonable Accommodation Request Form to the ADA Coordinator at least 48 hours in advance. If you need assistance completing the form, please call 972-941-7152. Complete or download the ADA Reasonable Accommodation Request Form at <https://www.plano.gov/395/Accessibility-Accommodations>.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Approval Minutes
RECOMMENDED ACTION: Approval of Minutes

ITEM SUMMARY

September 9, 2024

Approved

ATTACHMENTS:

Description	Upload Date	Type
Preliminary Open Meeting Minutes	9/17/2024	Minutes
Regular Meeting Minutes	9/17/2024	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
September 9, 2024**

COUNCIL MEMBERS PRESENT

John B. Muns, Mayor
Maria Tu, Mayor Pro Tem
Julie Holmer, Deputy Mayor Pro Tem
Anthony Ricciardelli – arrived at 5:04 p.m.
Rick Horne
Kayci Prince
Shelby Williams – arrived at 5:17 p.m.
Rick Smith

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Sam Greif, Deputy City Manager
LaShon Ross, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor Muns called the meeting to order at 5:01 p.m., Monday, September 9, 2024, in the Program Room of the Davis Library, 7501-B Independence Parkway and via videoconference. A quorum was present. Mayor Muns then stated the Council would retire into Executive Session, in the Children's Program Room of the Davis Library, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney to receive Legal Advice and discuss Litigation, Section 551.071; and discuss Personnel matters, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required. The Council convened into Executive Session at 5:10 p.m.

Mayor Muns reconvened the meeting back into the Preliminary Open Meeting at 6:36 p.m. Deputy Mayor Pro Tem Holmer arrived at 6:38 p.m.

- **Consideration and action resulting from Executive Session discussion**
- **Discussion and direction re: Nominations to the Collin Central Appraisal District and Denton Central Appraisal District** – Nominations will be addressed at the September 23 meeting.
- **Fiscal Road Map Presentation**
- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting adjourned at 6:53 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

**PLANO CITY COUNCIL
REGULAR SESSION
September 9, 2024**

COUNCIL MEMBERS PRESENT

John B. Muns, Mayor
Maria Tu, Mayor Pro Tem
Julie Holmer, Deputy Mayor Pro Tem
Anthony Ricciardelli
Rick Horne
Kayci Prince
Shelby Williams
Rick Smith

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Sam Greif, Deputy City Manager
LaShon Ross, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor Muns convened the Council into the Regular Session on Monday, September 9, 2024, at 7:00 p.m. in the Program Room of the Davis Library, 7501-B Independence Parkway and via videoconference. A quorum was present.

Invocation and Pledge

Sr. Pastor Jason Atchley with Hunters Glen Baptist Church led the invocation and the City Council led the Pledge of Allegiance and Texas Pledge.

Consent Agenda

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

Approval of Minutes

August 26, 2024
(Consent Agenda Item “A”)

Approval of Expenditures

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

RFB No. 2024-0530-B for Residential Concrete Pavement Repair Zone Q4, Project No. PW-S-00031, for the Public Works Department to Garret Shields Infrastructure, LLC in the amount of \$5,233,250; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFB No. 2024-0499-B for 071 - Municipal Center - Generator Replacement, Project No. FAC-F-7607, for the Engineering Department to P3 Partners, LLC DBA P3 Builds in the amount of \$100,708; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

RFB No. 2024-0402-B for Oak Grove Drive Paving, Waterline & Trail Improvements, Project No. 7459, for the Engineering Department to Tri-Con Services, Inc. in the amount of \$3,594,150; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

RFB No. 2024-0383-B for Middle Cove, Lookout, Tumbleweed, Westridge, Carrington & Early Morn - Paving and Waterline Improvements, Project No. 7461, for the Engineering Department to Jim Bowman Construction Company, L.P. in the amount of \$3,949,795; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Purchase from an Existing Contract

To approve the purchase of CCTV Expansion Project-Equipment, Project No. TP-S-00009, for the Engineering Department in the estimated amount of \$688,828 from AM Signal, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (PCA Contract No. OD-383-23) (Consent Agenda Item “F”)

To approve the purchase of implementation services, software, hardware, and maintenance for the City's Fire Station Alerting System for a one (1) year contract with up to nine (9) additional twelve (12) month automatic renewals through Honeywell International, Inc. through its US Digital Design Group in the estimated total contract amount of \$2,390,431, Motorola Solutions to provide two (2) dispatch consoles with 5-years of maintenance in the estimated total contract amount of \$370,766, and Central Square interfaces in the estimated total contract amount of \$112,850, for a combined total amount across contracts of \$2,874,047 through existing contracts; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. EC07-23 and Texas DIR Contract No. TX DIR-TSO-4101) (Consent Agenda Item “G”)

Approval of Contract Modification

To approve an increase to the current awarded contract amount of \$164,228 by \$155,600, for a total contract amount of \$319,828, for landscape architect professional services for Chisholm Trail Extension, Project No. 7306.1, from Freese and Nichols, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2021-0517-X; Modification No. 2) (Consent Agenda Item “H”)

To approve a decrease to the current awarded contract amount of \$1,139,600 by \$278,770, for a total contract amount of \$860,830, for engineering professional services for Shiloh Road Expansion - Park Boulevard to 14th Street, Project No. 7036, from Kimley-Horn and Associates, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2019-0229-X; Modification No. 6) (Consent Agenda Item “I”)

Approval of Expenditure

To approve an expenditure for landscape architect professional services for Bruce Glasscock Park Improvements, Project No. PKR-P-00073, in the amount of \$446,085 from Studio Outside LLC for the 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 professional services for Middle Cove, Lookout, Tumbleweed, Westridge, Carrington & Early Morn – Paving and Waterline Improvements, Project No. 7461, in the amount of \$181,825 from Raba Kistner, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

To approve an expenditure for engineering professional services for 13th Street Paving, Sewer, and Water Reconstruction - Municipal Avenue to N Avenue, Project No. ENG-S-00015, in the amount of \$377,100 from Teague Nall and Perkins, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “L”)

Approval of Contract / Agreement

To approve an Interlocal Agreement by and between the City of Plano and the City of Dallas with no financial impact for Radio Interoperability for Technology Solutions; and authorizing the City Manager to execute all necessary documents. (Contract No. 2024-0619-I) (Consent Agenda Item “M”)

Adoption of Resolutions

Resolution No. 2024-9-1(R): To approve a revised Fee Schedule for the Environmental Health & Sustainability Department to reflect fee changes; and providing an effective date. (Consent Agenda Item “N”)

Adoption of Ordinances

Ordinance No. 2024-9-2: To abandon all right, title and interest of the City in and to a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas, and being 1.11 acres of Coit Road; abandoning all right, title and interest of the City in such right-of-way to the abutting property owner, 601 Coit Partners LP, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary to quitclaim the City’s interest; and providing an effective date. (Consent Agenda Item “O”)

End of Consent

Public Hearing and adoption of Ordinance No. 2024-9-3 to grant the appeal of the Planning & Zoning Commission's denial of Zoning Case 2024-012. Request to rezone from Neighborhood Office to Single-Family Residence-6 and rescind Specific Use Permit No. 585 for Veterinary Clinic and Kennel (Indoor Pens) on 7.7 acres located on the east side of Spring Creek Parkway, 540 feet west of Meadowlands Drive. Petitioner: Big OS Properties, LP (Regular Item “1”)

Public Hearing and adoption of Ordinance No. 2024-9-3 (Cont'd.)

Mayor Muns opened the public hearing. Bryan Robertson with Robertson Companies, Mitchell Jensen with Kimley Horne, and Shane Jordan with Jordan Realty Advisors spoke to the project. Lisa Price spoke in support of the project. Mayor Muns closed the public hearing.

MOTION: Upon a motion made by Councilmember Williams and seconded by Councilmember Prince, the Council voted 8-0 to grant the appeal of the Planning & Zoning Commission's denial of Zoning Case 2024-012. Request to rezone from Neighborhood Office to Single-Family Residence-6 and rescind Specific Use Permit No. 585 for Veterinary Clinic and Kennel (Indoor Pens) on 7.7 acres located on the east side of Spring Creek Parkway, 540 feet west of Meadowlands Drive; as requested in Zoning Case 2024-012; and further to adopt Ordinance No. 2024-9-3.

The Council took a brief recess at 7:43 p.m. to complete the findings forms and reconvened at 7:46 p.m.

Public Hearing and adoption of Ordinance No. 2024-9-4 as requested in Zoning Case 2024-014 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 68 for Used Vehicle Dealer on 0.1 acre of land located on the west side of K Avenue, 1,285 feet south of Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, 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. Petitioner: Oak Point Plaza I, LLC (Regular Item “2”)

Mayor Muns opened the public hearing. Jay Rampuria, the applicant and Michael Hope, representing the property owner, spoke to the project. Mayor Muns closed the public hearing.

MOTION: Upon a motion made by Councilmember Horne and seconded by Councilmember Smith, the Council voted 8-0 to grant Specific Use Permit No. 68 for Used Vehicle Dealer on 0.1 acre of land located on the west side of K Avenue, 1,285 feet south of Spring Creek Parkway, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2024-014; and further to adopt Ordinance No. 2024-9-4.

Ordinance No. 2024-9-5: To approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2024, and terminating September 30, 2025; and providing an effective date. (Public Hearings held on August 12, 2024, August 15, 2024, and August 26, 2024.) (Regular Item “3”)

Jennifer Groysman spoke in opposition of the proposed Budget.

Ordinance No. 2024-9-5 (Cont'd.)

MOTION: Upon a motion made by Mayor Pro Tem Tu and seconded by Councilmember Prince, the Council voted 7-1, with Councilmember Ricciardelli in opposition, to approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2024, and terminating September 30, 2025; and providing an effective date; and further to adopt Ordinance No. 2024-9-5.

Ordinance No. 2024-9-6: To approve and adopt the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2024, and ending September 30, 2025; and providing an effective date. (Public Hearings held on August 12, 2024, August 15, 2024, and August 26, 2024.) (Regular Item “4”)

MOTION: Upon a motion made by Mayor Pro Tem Tu and seconded by Councilmember Prince, the Council voted 8-0 to approve and adopt the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2024, and ending September 30, 2025; and providing an effective date; and further to adopt Ordinance No. 2024-9-6.

Public Hearing on the proposed tax rate of \$0.4176 per \$100 of taxable value for Fiscal Year 2024-25. (The first Public Hearing was held on August 26, 2024.) (Regular Item “5”)

Mayor Muns opened the public hearing. Jennifer Groysman spoke in opposition of the proposed tax rate. Mayor Muns closed the public hearing.

Ordinance No. 2024-9-7: To approve and adopt the Tax Rate for the fiscal year beginning October 1, 2024 and terminating September 30, 2025; and providing an effective date. (The first Public Hearing was held on August 26, 2024. The second Public Hearing is being held on September 9, 2024, prior to the adoption of this Ordinance.) (Regular Item “6”)

MOTION: Upon a motion made by Mayor Pro Tem Tu and seconded by Councilmember Horne, the Council voted 7-1, with Councilmember Ricciardelli in opposition, that the property tax rate be increased by the adoption of a tax rate of \$0.4176, which is effectively a 5.29 percent increase in the tax rate; and further to adopt Ordinance No. 2024-9-7.

Ordinance No. 2024-9-8: To ratify the property tax revenue in the 2024-25 Budget as a result of the City receiving more revenues from property taxes in the 2024-25 Budget than in the previous fiscal year; and providing an effective date. (The first Public Hearing was held on August 26, 2024. The second Public Hearing is being held on September 9, 2024, prior to the adoption of this Ordinance.) (Regular Item “7”)

MOTION: Upon a motion made by Councilmember Horne and seconded by Mayor Pro Tem Tu, the Council voted 7-1, with Councilmember Ricciardelli in opposition, to ratify the property tax increase reflected in the budget adopted for the fiscal year beginning October 1, 2024 and ending September 30, 2025; and further to adopt Ordinance No. 2024-9-8.

Comments of Public Interest

No one spoke.

With no further discussion, the Regular City Council Meeting adjourned at 8:27 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

CITY COUNCIL

FINDINGS RELATED TO ZONING CASE 2024-012



MEETING DATE

Monday, September 9, 2024

RESULTS

I, Mayor/Councilmember Muns, after review of the written information and listening to the hearing participants, voted in **SUPPORT** of this case, finding the following:

1. The request is consistent with the overall Guiding Principles of the Comprehensive Plan because: HOUSING IS APPROPRIATE USE; and
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: RESIDENTIAL SURROUNDS THE PROPERTY and
3. The request is consistent with other policies, actions, maps:
 - ☐ Bicycle Transportation Plan Map
 - ☒ Housing Trends Analysis and Strategic Plan (2018)
 - ☐ Thoroughfare Plan Map & Cross Sections
 - ☐ Other: _____
4. Comments on any of the above which further explain my position: _____.

Overall, I believe the applicant's request should be supported; and the reasons I have indicated above outweigh the project's incompatibility with the mix of uses, density, or building heights favored by the Future Land Use Map Dashboard of the Comprehensive Plan.


Signature

9-9-24
Date

MEETING DATE

Monday, September 9, 2024

RESULTS

I, Mayor/Councilmember TU, after review of the written information and listening to the hearing participants, voted in **SUPPORT** of this case, finding the following:

1. The request is consistent with the overall Guiding Principles of the Comprehensive Plan because: Better zoning option; and
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: neighbors are in support; and
3. The request is consistent with other policies, actions, maps:
 - ☐ Bicycle Transportation Plan Map
 - ☐ Housing Trends Analysis and Strategic Plan (2018)
 - ☐ Thoroughfare Plan Map & Cross Sections
 - ☐ Other: Better zoning option
4. Comments on any of the above which further explain my position: _____.

Overall, I believe the applicant's request should be supported; and the reasons I have indicated above outweigh the project's incompatibility with the mix of uses, density, or building heights favored by the Future Land Use Map Dashboard of the Comprehensive Plan.

Signature

Date

9/9/24

CITY COUNCIL

FINDINGS RELATED TO ZONING CASE 2024-012



MEETING DATE

Monday, September 9, 2024

RESULTS

I, Mayor/Councilmember Holmer, after review of the written information and listening to the hearing participants, voted in **SUPPORT** of this case, finding the following:

1. The request is consistent with the overall Guiding Principles of the Comprehensive Plan because: we need more housing; and
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: less traffic than currently zoned would generate; and
3. The request is consistent with other policies, actions, maps:
 - ☐ Bicycle Transportation Plan Map
 - ☒ Housing Trends Analysis and Strategic Plan (2018)
 - ☐ Thoroughfare Plan Map & Cross Sections
 - ☐ Other: _____
4. Comments on any of the above which further explain my position: _____

Overall, I believe the applicant's request should be supported; and the reasons I have indicated above outweigh the project's incompatibility with the mix of uses, density, or building heights favored by the Future Land Use Map Dashboard of the Comprehensive Plan.

Julie Holmer
Signature

9/9/2024
Date

CITY COUNCIL

FINDINGS RELATED TO ZONING CASE 2024-012



MEETING DATE

Monday, September 9, 2024

RESULTS

I, Mayor/Councilmember Ricciardelli, after review of the written information and listening to the hearing participants, voted in **SUPPORT** of this case, finding the following:

1. The request is consistent with the overall Guiding Principles of the Comprehensive Plan because: it is SF next to SF; and
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: it; and
3. The request is consistent with other policies, actions, maps:

- ☐ Bicycle Transportation Plan Map
- ☐ Housing Trends Analysis and Strategic Plan (2018)
- ☐ Thoroughfare Plan Map & Cross Sections
- ☐ Other: _____

4. Comments on any of the above which further explain my position: it appears that development is routinely allowed in areas that could be impacted by an unlikely, low branch.

Overall, I believe the applicant's request should be supported; and the reasons I have indicated above outweigh the project's incompatibility with the mix of uses, density, or building heights favored by the Future Land Use Map Dashboard of the Comprehensive Plan.

Signature

Anthony Ricciardelli

Date

9/9/24

MEETING DATE


Monday, September 9, 2024

RESULTS

I, Mayor/Councilmember Horne, after review of the written information and listening to the hearing participants, voted in **SUPPORT** of this case, finding the following:

1. The request is consistent with the overall Guiding Principles of the Comprehensive Plan because: Respects the suburban character of Plano; and provide quality residential property.
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: quality residential; and
3. The request is consistent with other policies, actions, maps:
 - ☐ Bicycle Transportation Plan Map
 - ☒ Housing Trends Analysis and Strategic Plan (2018)
 - ☒ Thoroughfare Plan Map & Cross Sections
 - ☐ Other: _____
4. Comments on any of the above which further explain my position: _____

Overall, I believe the applicant's request should be supported; and the reasons I have indicated above outweigh the project's incompatibility with the mix of uses, density, or building heights favored by the Future Land Use Map Dashboard of the Comprehensive Plan.


Signature

9/9/24
Date

CITY COUNCIL

FINDINGS RELATED TO ZONING CASE 2024-012



MEETING DATE

Monday, September 9, 2024

RESULTS

I, Mayor/Councilmember Prince, after review of the written information and listening to the hearing participants, voted in **SUPPORT** of this case, finding the following:

1. The request is consistent with the overall Guiding Principles of the Comprehensive Plan because: we need more housing in Plano; and

2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: this is a better use of the land than isolated office; and

3. The request is consistent with other policies, actions, maps:

- ☐ Bicycle Transportation Plan Map
- ☐ Housing Trends Analysis and Strategic Plan (2018)
- ☐ Thoroughfare Plan Map & Cross Sections
- ☒ Other: Guiding Principles 1.1

4. Comments on any of the above which further explain my position: This is better for surrounding neighbors.

Overall, I believe the applicant's request should be supported; and the reasons I have indicated above outweigh the project's incompatibility with the mix of uses, density, or building heights favored by the Future Land Use Map Dashboard of the Comprehensive Plan.

[Signature]
Signature

9/9/24
Date

CITY COUNCIL

FINDINGS RELATED TO ZONING CASE 2024-012



MEETING DATE

Monday, September 9, 2024

RESULTS

I, Mayor/Councilmember Williams, after review of the written information and listening to the hearing participants, voted in **SUPPORT** of this case, finding the following:

1. The request is consistent with the overall Guiding Principles of the Comprehensive Plan because: it only fails to conform to the Future Land Use Map to
and Mix of uses because we designated it OSN + to not have
any uses despite not owning the land.
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: _____;
and
3. The request is consistent with other policies, actions, maps:
 - ☐ Bicycle Transportation Plan Map
 - ☐ Housing Trends Analysis and Strategic Plan (2018)
 - ☐ Thoroughfare Plan Map & Cross Sections
 - ☐ Other: _____
4. Comments on any of the above which further explain my position: _____.

Overall, I believe the applicant's request should be supported; and the reasons I have indicated above outweigh the project's incompatibility with the mix of uses, density, or building heights favored by the Future Land Use Map Dashboard of the Comprehensive Plan.

A handwritten signature in blue ink, appearing to be "Williams".

Signature

9/9/2024

Date

MEETING DATE

Monday, September 9, 2024

RESULTS

I, Mayor/Councilmember Smith, after review of the written information and listening to the hearing participants, voted in **SUPPORT** of this case, finding the following:

1. The request is consistent with the overall Guiding Principles of the Comprehensive Plan because: meets GFI today principles; and
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: adds needed housing; and
3. The request is consistent with other policies, actions, maps:
 - ☐ Bicycle Transportation Plan Map
 - ☒ Housing Trends Analysis and Strategic Plan (2018)
 - ☐ Thoroughfare Plan Map & Cross Sections
 - ☐ Other: _____
4. Comments on any of the above which further explain my position: _____.

Overall, I believe the applicant's request should be supported; and the reasons I have indicated above outweigh the project's incompatibility with the mix of uses, density, or building heights favored by the Future Land Use Map Dashboard of the Comprehensive Plan.



Signature

9/9/24

Date



One-Ton Service Body Truck

CITY OF PLANO

Bid No. 2024-0464-O RFB for Eighteen (18) One-Ton Service Trucks

Bid opening Date/Time: Tuesday, July 09, 2024 @ 2:00 PM

Number of Vendors Notified: 259

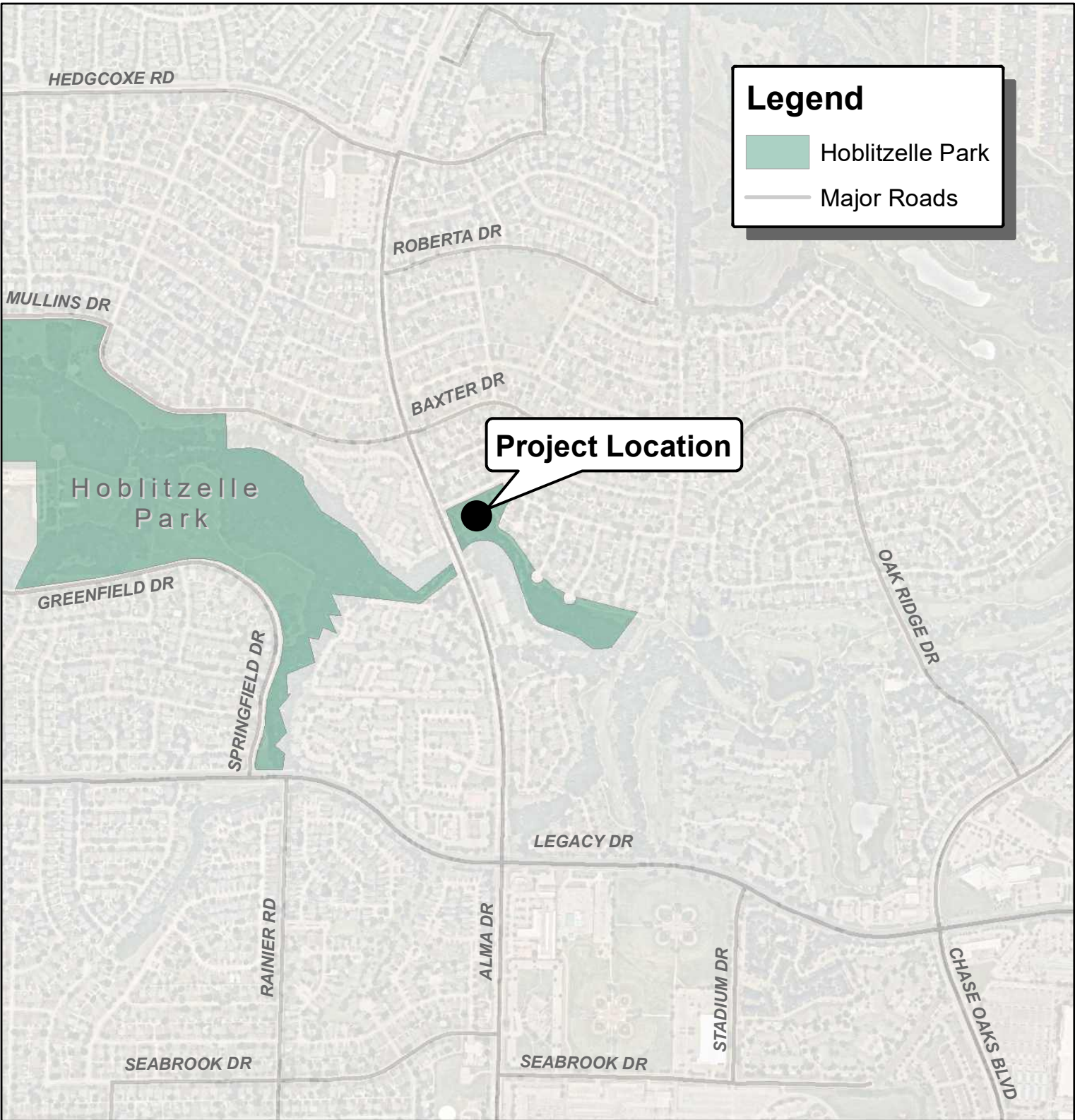
Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 3

Sam Packs Five Star Ford	\$1,197,743.00
Randall Reed Prestige Ford	\$1,254,160.00
Silsbee Ford	\$1,322,071.00

<u>Recommended Vendor(s):</u>	
Sam Packs Five Star Ford	\$1,197,743.00

TinaB 8/23/2024 L:\worduser\MXDs\Hoblitzelle Park East Renovation_PKR-P-7023.mxd

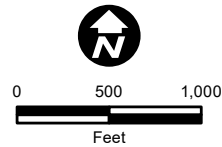


Legend

Hoblitzelle Park

Major Roads

Project Location



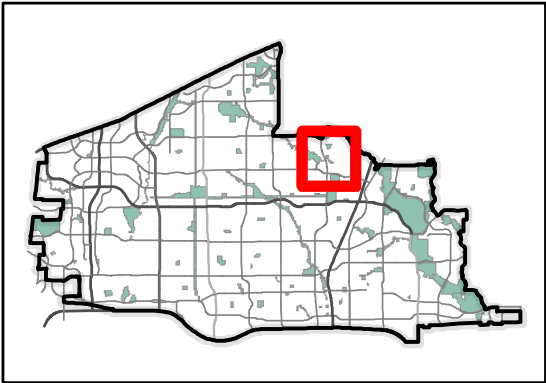
City of Plano Park Planning Division
8/23/2024

Location Map

**Hoblitzelle Park
East Renovation**

1010 Spicewood Drive
Plano, TX 75025

Project No. PKR-PF70235



CITY OF PLANO

RFB CIP

2024-0466-B

Hoblitzelle Park East Renovation

Project No. PKR-P-7023

Bid Recap

<u>Bid Opening Date/Time:</u>	Tuesday, July 30, 2024 2:00 PM
<u>Number of Vendors Notified:</u>	2,106
<u>Vendors Submitting "No Bids":</u>	6
<u>Number of Non-Responsive Bids Submitted:</u>	0
<u>Number of Responsive Bids Submitted:</u>	12

<u>Vendor:</u>	<u>Total Bid:</u>
Cole Construction, Inc.	\$ 1,083,965.69
Home Run Construction, LLC	\$ 1,116,740.55
Infra Construction, LLC	\$ 1,152,876.82
Tegrity Contractors, Inc.	\$ 1,153,777.00
Wall Contractors, LLC	\$ 1,167,985.05
Perfect Finish Landscaping	\$ 1,187,501.95
C. Green Scaping, LP	\$ 1,269,194.14
T.F. Harper	\$ 1,307,462.87
HQS Construction, LLC	\$ 1,370,129.28
CGC General Contractors (CGC)	\$ 1,389,646.60
Ratliff Hardscapes, Ltd.	\$ 1,505,189.00
O'Haver Contractors	\$ 2,380,000.00

Recommended Vendor:

Cole Construction, Inc.	\$ 1,083,965.69
-------------------------	-----------------

Stephanie Shaffer

Stephanie Shaffer, Contract Administrator

8/28/2024

Date

CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024
DEPARTMENT: Fleet Services
DIRECTOR: Abby Owens, Director of Public Works
AGENDA ITEM: Purchase of one (1) Heavy Truck Lift
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of one (1) Heavy Truck Lift in the amount of \$169,859 from Reeder Distributors, Inc. for Fleet Services through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 715-23) **Approved**

BACKGROUND

It is the recommendation of Fleet Services to purchase one (1) Heavy Truck Lift in the amount of \$169,859 from Reeder Distributors, Inc. through BuyBoard Contract No. 715-23. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

This unit is an unscheduled fleet addition to the Equipment Replacement Fund (ERF) in Fleet Services because prior to 2017 major capital items (generators, lifts, tire changing machines, etc.) were not included in the ERF. The current lift was installed in 2005 with a planned useful life of 20 years. The lift is no longer operational and cannot be repaired due to age and lack of available parts.

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

1. This unit is essential to this department's daily operations and is required to maintain current service levels for the maintenance of the heavy truck fleet, which includes solid waste trucks, dump trucks, and other essential vehicles.
2. The Heavy Truck Lift is not operational and cannot be repaired due to lack of available of parts.

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. 715-23 and the City of Plano Contract No. 2024-0629-O)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funds are available in the FY 2023-24 Equipment Replacement Fund budget to purchase one (1) Heavy Truck Lift in the amount of \$169,859 from Reeder Distributors, Inc. This unit is an unscheduled fleet addition in Fleet Services. The funds needed for this purchase are available from savings in previous Equipment Replacement Fund purchases and fund balance.

Approval of this purchase relates to the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Cooperative Quote Recap	9/18/2024	Cooperative Quote Recap
Picture	9/5/2024	Agreement

**CITY OF PLANO
SOLICITATION NO. 2024-0629-O
ONE (1) HEAVY TRUCK LIFT
QUOTE RECAP**

Number of Vendors Contacted: 3

Number of Quotes Received: 3

Reeder Distributors, Inc via BuyBoard Co. 715-23

One (1) Heavy Truck Lift	\$169,858.56
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Stertil-Koni USA, Inc. via TXMAS Co. 24-0751

One (1) Heavy Truck Lift	\$182,401.87
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Stertil-Koni USA, Inc. via Sourcewell Co. 121223-SKI

One (1) Heavy Truck Lift	\$187,151.87
--------------------------	--------------

Recommended Vendor:

Reeder Distributors, Inc. via BuyBoard Contract No. 715-23	\$169,858.56
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Heavy Truck Lift

Front View



Street-Side Front Corner View



Street-Side View (Compartments Closed)



Street-Side Rear Corner View



**CITY OF PLANO
SOLICITATION NO. 2024-0546-O
SIX (6) AERIAL BUCKET TRUCKS
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: 3

Number of Quotes Received: 3

Global Rental Co., Inc via Sourcewell Contract. 040924-ALT

Six (6) Aerial Bucket Trucks

\$964,392.00

Altec Industries, Inc. via Sourcewell Contract No. 110421- ALT

Six (6) Aerial Bucket Trucks

\$982,146.00

Terex Utilities via Sourcewell Contract No. 110421-TER

Six (6) Aerial Bucket Trucks

\$1,296,642.00

Recommended Vendor:

Global Rental Co., Inc via Sourcewell Contract No. 040924-ALT

\$964,392.00

CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024
DEPARTMENT: Engineering-Facilities
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Furniture for Technology Solutions
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of Office Furniture for Technology Solutions through the Engineering - Facilities Division in the estimated amount of \$284,187 from Oak Cliff Office Supply & Printing, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 230301) **Approved**

BACKGROUND

The City of Plano accepted bids on August 1, 2024 for the Technology Solutions - Supplement - WorkStation Reconfiguration. The project includes cubicle furniture, chairs, and desks. The lowest responsive and responsible bid was submitted by Oak Cliff Office Supply & Printing Inc., in the amount of \$284,187. There were a total of seven (7) 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, Technology Solutions will be unable to provide workstations for all full time employees. This project is needed to accommodate the department's growing needs.

The City is authorized to purchase from the State Contract list 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. (TIPS - 230301 and City of Plano Contract No. 2024-0553-O)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is budgeted in the 2024-25 Capital Maintenance Fund. The purchase of furniture and materials for the Tech Services - Supplement - WorkStation Reconfiguration project, in the total estimated amount of \$284,187, will leave a balance of \$136,399 for future expenditures.

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Cooperative Quote Recap	9/12/2024	Agreement

CITY OF PLANO

Bid No. 2024-0553-O
Furniture for the Technology Solutions
Cooperative Quote Recap

Bid opening Date/Time: August 1, 2024, at 2:00 p.m.

Number of Vendors Notified: 7

Vendors Submitting “No Bids”: 1

Number of Bids Submitted: 3

<u>Vendor Name:</u>	<u>Amount</u>
Oak Cliff Office Supply & Printing, Inc. (TIPS - 230301)	\$284,186.62
Texas Furniture Source (Omnia - R191804)	\$321,325.66
Plano Office Supply Co. (CCCDFY2024-RFP-013)	\$322,828.15

Recommended Vendor(s):

Oak Cliff Office Supply & Printing, Inc. (TIPS - 230301)	\$284,186.62
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CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024
DEPARTMENT: HR
DIRECTOR: Victoria Huynh, J.D., Director of Human Resources/Risk Management
AGENDA ITEM: To approve an Interlocal Agreement with Collin County Community College District.
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve an Interlocal Agreement by and between the City of Plano, Texas and Collin County Community College District in the amount of \$20,000 for the period of one (1) year with up to three (3) automatic twelve (12) month renewals to provide higher education services as part of the City's Professional Development Program for the Human Resources Department; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

This is a recommendation to award Collin County Community College District an interlocal agreement (ILA) for professional services for training and development of city employees. The City of Plano has partnered with Collin County Community College District through an ILA for employee training and development programs since 2008. The scope of services provided by Collin County Community College District includes professional development training for employees in the areas of leadership, communication, management, and desktop publishing.

As Human Resources continues to offer relevant programs for employees, this continued partnership will provide the ability to offer programs developed in conjunction with Collin County Community College District .

Failure to approve this recommendation would directly impact our 'Develop' Tenant of the City's Talent Management Program in that we would lose a valuable professional development resource for our employee population with facilitators who are familiar with the culture of our organization. Collin County Community College District is well-respected as a credible source for training and development.

FINANCIAL SUMMARY/STRATEGIC GOALS

Approval of this item will provide for City of Plano employee training. The term for this contract is one (1) year with three (3) automatic renewals. Expenditures will be made within the approved budget appropriations for each year of the contract. The estimated total amount to be spent, if all optional renewals are used, is \$80,000 (or \$20,000 per year for FY 2024-25 through FY 2027-28).

Approval of this Interlocal Agreement will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
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**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND
COLLIN COUNTY COMMUNITY COLLEGE DISTRICT
FOR HIGHER EDUCATION
2024-0528-I**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "College", as follows:

W I T N E S S E T H:

WHEREAS, Plano is a political subdivision and College is an institution of higher education within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

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

WHEREAS, Plano wishes to give its employees the ability to obtain a Higher Education Continuing Education Courses (the "Program") offered by College; and

WHEREAS, College is an institution of higher education that offers business productivity education courses and desires to offer the courses to Plano employees; and

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

WHEREAS, the Program will provide Plano employees with additional knowledge and skills to more effectively serve the citizens.

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

**I.
TERM**

This Agreement shall be for a period of twelve (12) months commencing upon effective date hereof ("Initial Term"). This Contract shall automatically renew for up to three (3) twelve-month periods (each a "Renewal Term") unless sooner terminated pursuant to **Section V. TERMINATION**.

II. THE PROGRAM

The parties agree that College shall offer Soft Skills, Business Productivity and Language courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing and signed by both parties.

III. ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. Plano shall designate a program liaison who will manage program details and work with College's Program manager in content and logistics planning. Plano shall provide College with required student-employee information for the purpose of registration and documentation. Plano shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment.
2. College shall provide curriculum design, Program delivery, assembly of Program materials, development of materials for participants, and a Program manager to work with Plano.

IV. CONSIDERATION / FEES

A. Plano shall pay College according to the terms set out in **Exhibit "A"**, attached hereto and made a part hereof. Payment shall be made by Plano within 30 days of receipt of invoice for services provided. Total compensation under this Agreement shall not exceed the sum of **TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00)** annually. Plano will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Plano having the revenues available for that contract term.

Course materials may include workbooks from industry vendors or custom-designed materials from a professional trainer approved by the College. Plano reserves the right to review all course presentations and materials prior to the scheduled course. Material costs will vary. Any material cost exceeding \$20.00 per participant for any course will need prior approval from Plano. If Plano cancels a class less than seven (7) days before the training start date, College will assess a charge equal to fifty percent (50%) of the class fee plus the cost of non-refundable, non-returnable materials if applicable.

B. College recognizes that this Agreement shall commence upon the Effective Date (hereinafter defined) and continue in full force and effect until termination in accordance with its provisions. College and Plano herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, 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 for future payments.

V. TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Plano shall pay all fees and costs, if any, incurred by College pursuant to this Agreement through the effective date of termination or receipt of final invoice.

VI. RELEASE AND HOLD HARMLESS

COLLEGE, TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREES TO BE RESPONSIBLE FOR ITS OWN ACTS OF NEGLIGENCE AND PLANO, TO THE EXTENT ALLOWED BY LAW AND WITHOUT WAIVING ANY RIGHTS OR PROTECTIONS PROVIDED THEREIN, AGREES TO BE RESPONSIBLE FOR ITS OWN ACTS OF NEGLIGENCE WHICH MAY ARISE IN CONNECTION WITH ANY AND ALL CLAIMS FOR DAMAGES, COST, AND EXPENSES TO PERSON OR PERSONS AND PROPERTY THAT MAY ARISE OUT OF OR BE OCCASIONED BY THIS AGREEMENT.

IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE, COLLEGE AND PLANO AGREE THAT RESPONSIBILITY SHALL BE APPORTIONED COMPARATIVELY. THIS OBLIGATION SHALL BE CONSTRUED FOR THE BENEFIT OF THE PARTIES HERETO, AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES, NOR TO CREATE LIABILITY FOR THE BENEFIT OF ANY THIRD PARTIES, NOR TO DEPRIVE THE PARTIES HERETO OF ANY DEFENSES EACH MAY HAVE AS AGAINST THIRD PARTIES UNDER THE LAWS AND COURT DECISIONS OF THE STATE OF TEXAS.

VII. NOTICE

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

**Collin County Community College
Representative:**

Name: Janna Nixon
Title: Director, Corporate Training
Company: Collin County Community College District
Address: 4800 Preston Park Boulevard
City/State/Zip: Plano, TX 75093
Phone: 972-599-3188 / Email: jnixon@collin.edu

City of Plano Representative:

Name: Debbie Speed
Title: Training Coordinator, Senior
Company: City of Plano, Texas
Address: 1520 K Avenue, Suite 130
City/State/Zip: Plano, TX 75074
Phone: 972-941-7217 / Email: debbies@plano.gov

VIII.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. College 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.
INSURANCE AND CERTIFICATES OF INSURANCE

College shall procure and maintain for the duration of the Agreement insurance coverage as set forth in the Insurance Requirements marked **Exhibit "B"**, attached hereto and incorporated herein by reference. College shall provide a signed insurance certificate verifying that it has obtained the required insurance coverage prior to the effective date of this Agreement.

XII.
INTERPRETATION OF AGREEMENT

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

XIII.
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.

**XIV.
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.

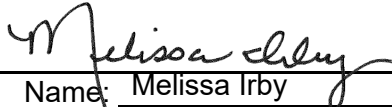
**XV.
EFFECTIVE DATE**

This Contract shall be effective from and after the date of September 15, 2024.

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

**COLLIN COUNTY COMMUNITY
COLLEGE DISTRICT**

Date: 8-27-2024

By: 
Name: Melissa Irby
TITLE: Chief Financial Officer

CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT "A"

Program: **Soft Skills, Business Productivity and Language courses.**

Courses offered under this Program may include, but are not limited to, the following:

- Leadership
- Customer Service
- Diversity
- Ethics
- Communications
- Business writing
- DiSC
- Project Management
- CPR/First Aid
- Spanish
- English-as-a-Second Language
- Computer Training

Continuing Education Units: City employees will be given the opportunity to receive continuing education units as appropriate for each course length.

Materials/Supplies Costs: City of Plano will make copies of most course materials. Material costs will not exceed \$20.00 per student for any course without prior authorization.

Scheduled Course Dates: To be determined by **Plano** and **College**.

Instructor: College will employ qualified instructors to provide educational services in accordance with state regulations and policies of the College.

Participants and Tuition:

TOPIC	TERM	COST*	
	Year 1: 9/1/24-8/31/25	1/2 Day	Full day
Leadership & Soft Skills		\$1,750.00	\$3,500.00
MS Office		\$1,000.00	\$1,800.00
Business Communications		\$1,600.00	\$3,200.00
	Year 2: 9/1/2025 -8/31/26		
Leadership & Soft Skills		\$1,800.00	\$3,600.00
MS Office		\$1,025.00	\$1,850.00
Business Communications		\$1,650.00	\$3,300.00
	Year 3: 9/1/26 -8/31/27		
Leadership & Soft Skills		\$1,860.00	\$3,720.00
MS Office		\$1,050.00	\$1,900.00
Business Communications		\$1,725.00	\$3,400.00

*Up to 25 participants

Online classes are available for individuals or groups; fees are based upon course

Foreign Language & ESL classes are available and are priced by course/duration

COMPLIANCE WITH HIGHER EDUCATION COORDINATING BOARD RULES

Under the terms and conditions of this Agreement:

- A. The courses will remain under the sole and direct control of the College;
- B. Instructors of Company must meet qualifications stipulated by the College;
- C. College retains supervision of instructors;
- D. College will approve curriculum provided by the Company;
- E. College is responsible for recruitment through Company, admission, counseling of students; and
- F. If the Texas Higher Education Coordinating Board adopts new rules during the term of this Agreement, these new rules will prevail.

EXHIBIT "B"
CITY OF PLANO
GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

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

Listed on the following pages are the types and amounts of insurance required.

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.
5. Where indicated as required, "The City of Plano, the City Council and its members, the City's agents, officers, directors, and employees shall be included as an additional insured under all insurance coverage required." (This statement must be in the Description of Operations/Locations/Vehicles Section of the ACORD 25 Form).
6. Endorsements for certain coverages may be required, see the following pages for coverages requiring endorsements.

Evidence of Insurance Required

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

The COI shall contain the following information and accompany required endorsements as identified (see #3, #5 and #6):

- List each insurer's NAIC Number or FEIN
- State the following in the Certificate Holder Section:

The City of Plano
Risk Management Division
1520 K Avenue, Suite 117
Plano, Texas, 75074

General Contracts – Insurance Requirements

Coverage	Requirement	Details	Importance
Auto	Limit per Accident or Combined Single Limit	1,000,000	Major
	Coverage to include "Owned, Non-Owned, and Hired" automobiles.		Major
	Additional Insured - CA 2048		Major
	Additional Insured		Major
	Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.		Major
	Self-Insured Retention Declared & Approved		Major
	Waiver of Subrogation		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	AM Best Rating	A- (Excellent)	Major
	30 Day NOC		Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major
	Limit per Occurrence	1,000,000	Major
	Aggregate Limit	2,000,000	Major
General Liability	Personal & Advertising Injury Limit	1,000,000	Major
	Products & Completed Operations Limit	2,000,000	Major
	Self-Insured Retention Declared & Approved		Major
	Additional Insured – CG 2010 or 2033 and 2037 (or equivalent)		Major
	Applicable endorsements attached for additional insured, waiver of subrogation, and primary and non-contributory.		Major
	Primary & Non-Contributory		Major
	Waiver of Subrogation		Major
	AM Best Rating	A- (Excellent)	Major
	30 Day NOC		Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major
	Employers Liability Limit		Major
	Limit Meets WC Statutory Minimum	1,000,000	Major
	Waiver of Subrogation (attach endorsement)		Major
	AM Best Rating	A- (Excellent)	Major
	30 Day NOC		Major
Workers Compensation			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2024

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

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

PRODUCER Roach Howard Smith & Barton 8750 N. Central Expressway, Suite 500 Dallas TX 75231	CONTACT NAME: Ann Nordeen PHONE (A/C, No, Ext): 972-744-2704 E-MAIL ADDRESS: anordeen@rhsb.com FAX (A/C, No): 972-231-1368
INSURED Collin County Community College District P.O. Box 8021 McKinney TX 75070	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Political Subdivisions INSURER B: Deep East SIF INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1667748069**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y Y	23-F0745	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Empl Benefits Liab \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	23-F0745	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	225	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Plano, City Council & its members, City's agents, officers, directors, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Auto. Coverages are on primary basis and non-contributory with any other coverage.

CERTIFICATE HOLDER**CANCELLATION**

The City of Plano Risk Management Division 1520 K Avenue, Suite 117 Plano TX 75074	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024

DEPARTMENT: Engineering-Transportation

DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering

AGENDA ITEM: Approve an Agreement for Data Sharing with Inrix, Inc. to Participate in the North Central Texas Council of Governments' (NCTCOG) Performance Analytics Project

RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve the terms and conditions of an agreement between the City of Plano and Inrix, Inc. for access to the Traffic Signal Performance Measurement Platform for the DFW Region; and authorizing its execution by the City Manager. **Approved**

BACKGROUND

The Transportation Engineering Division recommends approval of the terms and conditions of a data sharing agreement between the City of Plano and Inrix, Inc. for traffic signal performance measures.

The North Central Texas Council of Governments has executed an agreement with Inrix, Inc. establishing the Traffic Signal Performance Measurement Platform for the DFW Region. Inrix, Inc. is the NCTCOG's exclusive vendor for the performance analytics platform.

The Transportation Engineering Division has been invited to participate in the NCTCOG performance analytics project. The NCTCOG is providing access to the regional platform at no cost to the City. Inrix, Inc. requires that the City of Plano execute a sub-agreement to the NCTCOG's agreement in order to participate in the project.

The benefit of the project is access to the regional Traffic Signal Performance Measurement Platform, which utilizes the Inrix traffic dataset to generate intersection and corridor performance metrics such as congestion level, travel time, and delay. The platform supports analysis of both current and historical conditions, and provides insights not available through the use of traditional traffic counts or visual observation of traffic flows. This data would be beneficial in the day-to-day analysis and operations of the City's traffic management system, including traffic signal timing improvements, both at individual intersections and along corridors.

Not approving the agreement would result in the City not participating in the project, and not having access to the traffic signal performance data via the regional platform.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Approval of this item supports the City's Strategic Plan Critical Success Factors of Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Agreement	9/11/2024	Agreement

This is the name of your agency, company, or university.

DATA USE AGREEMENT

Sublicensee Traffic Data Services by INRIX
Through NCTCOG

This is the name of the agency through which you're accessing the INRIX Products.

Agency or consultant name

(hereinafter "Sublicensee") certifies that it is either (1) an authorized subcontractor of NCTCOG Agency, or (2) a government agency, and requires access/use of the data and services as procured under an agreement between Agency and INRIX, Inc. ("INRIX Products"). As a condition of use of the INRIX Products, Sublicensee, its agents and employees, understands and agrees to the following terms and conditions:

Sublicensee understands and agrees that access to, and utilization of, INRIX Products is governed by the data licensing terms and conditions specifically set forth in the License Agreement, as set forth in Attachment A. Sublicensee agrees that Sublicensee, its officers, employees and agents shall fully adhere to and comply with all such data licensing terms and conditions, and that INRIX, Inc. shall be a third-party beneficiary of this License Agreement, and be permitted to directly enforce the terms of the License Agreement in the event of Sublicensee's failure to comply with any applicable terms or conditions. Sublicensee also understands and agrees that INRIX reserves the unilateral right to terminate the Sublicensee's access to and utilization of INRIX services and data in the future in the event of inappropriate use or unauthorized disclosure.

In the event Sublicensee becomes aware of an inappropriate use or unauthorized disclosure, Sublicensee will provide immediate verbal notice and subsequent written notice within 24 hours to Legal@inrix.com.

Scope of use of INRIX Products permitted by Sublicensee. Please be specific as no other use outside the scope of use (including for another projects) is permitted without INRIX's written permission:

Signal monitoring

Requested INRIX Products (please check):

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> AI Traffic | <input type="checkbox"/> Traffic Tiles (TMC) | <input type="checkbox"/> XD Traffic Tiles | <input type="checkbox"/> XD Incidents |
| <input type="checkbox"/> Off-Street Parking | <input type="checkbox"/> On-Street Parking | <input type="checkbox"/> Dangerous Slowdowns | <input type="checkbox"/> DriveTime Polygons |
| <input type="checkbox"/> Volume Profile | <input type="checkbox"/> Roadway Analytics Core | <input type="checkbox"/> Roadway Analytics | <input type="checkbox"/> Roadway Analytics Speed |
| | | <input type="checkbox"/> Data Downloader | <input type="checkbox"/> Archive |
| <input type="checkbox"/> Trips Report | <input type="checkbox"/> Trip Paths | <input type="checkbox"/> Trips API | <input type="checkbox"/> Trip Analytics |
| <input type="checkbox"/> Trips Trends | <input checked="" type="checkbox"/> Signal Analytics | <input type="checkbox"/> Curb Analytics | <input type="checkbox"/> Safety View |
| <input type="checkbox"/> NPMRDS Core | <input type="checkbox"/> NPMRDS Data Backfill | <input type="checkbox"/> NPMRDS Data Expansion | |
| <input type="checkbox"/> Other Product: <u> </u> | | | |

INRIX Products access end date: 12/14/2024

I, the undersigned, am duly authorized to bind Sublicensee to this Agreement and do so by affixing my signature hereto.

Date: 21 February 2024

Name:

Technical Contact Name:

Signature:



Title:

Technical Contact Email:

CONTRACT

STATE OF TEXAS

COUNTY OF TARRANT

The **NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**, acting through Mike Eastland, its duly authorized Executive Director, the foregoing party being hereinafter referred to as **NCTCOG**, and **INRIX, Inc.** the latter party being referred to hereinafter as **CONSULTANT**, hereby make and enter the following Contract.

ARTICLE I

COVENANT

The **CONSULTANT** covenants and agrees to perform the technical and professional work for completion of the **Traffic Signal Performance Measurement Platform for the DFW Region** as a part of the Unified Planning Work Program for Regional Transportation Planning in North Central Texas. The work to be performed under this Contract is described in detail in the Scope of Services in Appendix A, of this Contract. Such work shall be performed in accordance with the terms of this Contract and for the consideration stated herein. The **CONSULTANT** covenants and agrees to perform this work and assures that the work will be performed with the standard of care customary to the **CONSULTANT'S** profession and according to the schedule referenced in Article IV.

The **CONSULTANT** also agrees to submit the deliverables described in Appendix A. To conduct the work and prepare all of the various maps, reports, and data required as part of the work, the **CONSULTANT** agrees to furnish and supervise such personnel as are required to accomplish the work set forth in Appendix A.

TRN7314
Traffic Signal Performance Measurement Platform for the DFW Region
INRIX, Inc.

1

ARTICLE II

SCOPE OF SERVICES

Pursuant to the professional standard of care set forth under Article I, the **CONSULTANT** shall perform and carry out in a manner satisfactory to **NCTCOG** all services necessary to accomplish the work and provide the products described in the Scope of Services in Appendix A. The Scope of Services shall be performed by the **CONSULTANT** within the schedule defined by **NCTCOG**.

ARTICLE III

ADDITIONAL PROVISIONS

The **CONSULTANT** hereby grants **NCTCOG** a perpetual license to all maps, data, reports, research documentation, graphic presentation materials, etc., prepared by the **CONSULTANT** as part of the work under this Contract upon completion of this Contract or any phase thereof or, in the event of termination under Article X hereof, at the time of payment in accordance with Article X. Any data provided by **NCTCOG** or local governments shall remain property of the data's original owner.

All reports published by the **CONSULTANT** shall contain a prominent credit reference and disclaimer:

“Prepared in cooperation with the Regional Transportation Council, **NCTCOG**, and the Texas Department of Transportation.”

“The contents of this report reflect the views of the authors who are responsible for the opinions, findings, and conclusions presented herein. The contents do not necessarily reflect the views or policies of the Regional Transportation Council, **NCTCOG**, and the Texas Department of Transportation.”

Upon completion or termination of this Contract, the **CONSULTANT** hereby grants **NCTCOG** a perpetual license to the underlying data provided during the term of the Contract. All such documents, photographs, calculations, programs, equipment, and other data prepared or used

under this Contract shall be used by **NCTCOG** and **NCTCOG'S** funding partners without restriction or limitation of further use. Any modification or use of such documents for any other purpose than for which they were created under this Contract shall be at **NCTCOG'S** sole risk and without liability to the **CONSULTANT**.

The **CONSULTANT** shall not assign any interest in this Contract nor delegate the performance of any of its duties hereunder without the prior written consent of **NCTCOG**. However, consent is not required where the **CONSULTANT** is assigning this Contract to an affiliate or to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets or equity. Subject to the foregoing, any attempted assignment or delegation without prior written consent of **NCTCOG** shall be void.

The **CONSULTANT** shall provide to **NCTCOG** a monthly invoice including a written progress report for the preceding calendar month's work. Each Progress Report shall briefly describe the work accomplished, problems arising, proposed remedies for those problems, deliverables completed, the status of the budget for each task, the percent of project completion for each task, and the status of the schedule for the project.

The parties hereto may, as necessary, change the Scope of Services, time of performance, the **CONSULTANT'S** compensation, or any other provision of this Contract only by written amendment approved by **NCTCOG** and the **CONSULTANT**. The **CONSULTANT** shall notify **NCTCOG** verbally and in writing immediately when the **CONSULTANT** anticipates that seventy-five percent (75%) of the funds provided for this Contract have been expended.

A regular employee of the **CONSULTANT** shall be assigned the responsibility for the performance of work under this Contract and designated as the **CONSULTANT'S** project manager. The **CONSULTANT** shall not change project managers or other key personnel without prior written consent of **NCTCOG**. Key personnel are to be defined solely within the discretion of **NCTCOG**.

ARTICLE IV

TIME OF PERFORMANCE

The **CONSULTANT** agrees to commence work on Initial Configuration of this project within fifteen (15) days of execution of the Contract. **NCTCOG** shall issue a written Notice to Proceed for the following: Year 1 Final Configuration and Training, Year 2 base term and Year 3 base term as defined in Appendix A. All work under the Contract shall be completed during an initial three-year term ending **July 31, 2026 (base term)**. This Contract may be renewed, at **NCTCOG'S** sole discretion, for three additional one-year terms (renewal term). If an option year is exercised by **NCTCOG**, the Contract will be amended as appropriate to include additional year(s). **NCTCOG** shall provide sixty (60) day written notice of intent to exercise optional years during the renewal term.

ARTICLE V

ALLOWABLE COST

The total cost to **NCTCOG** for performance of the work under this Contract shall not exceed **three million three hundred forty-eight thousand (\$3,348,000)** and the **CONSULTANT** agrees to perform the work specified in Appendix A and all other obligations under this Contract for no more than this cost. **NCTCOG** shall not be obligated to pay the **CONSULTANT** any costs in excess of this amount and the **CONSULTANT** shall not be obligated to perform any services specified in

Appendix A in excess of this amount except as amended in accordance with Article III. Any compensation due to the **CONSULTANT** for performance of this Contract must be approved in accordance with Articles V and VI of this Contract. There shall be no obligation whatsoever to pay for performance of this Contract from the monies of **NCTCOG**, except funding specifically obligated for this Contract. If **NCTCOG** elects to renew for additional years, beyond the initial three-year term, the total not to exceed amount would need to be revised through a formal contract amendment.

The **CONSULTANT** shall be paid allowable costs as outlined in the Payment Schedule included in Appendix B, for the performance of work under this Contract. Allowable costs are the types of charges that would be allowable under 2 Code of Federal Regulations (CFR) 200, "Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

ARTICLE VI

PAYMENTS

For the performance of this Contract, **NCTCOG** shall pay the **CONSULTANT** an annual subscription fee in accordance with the terms and conditions set forth in Article V above. The **CONSULTANT** shall submit periodic invoices consistent with the Payment Schedule as outlined in Appendix B. Documentation as to the completion of services provided shall accompany all invoices. **NCTCOG** may determine -requested fees may not be eligible for reimbursement if the **CONSULTANT** does not provide adequate services or deliverables commensurate with the invoices. When the project has been completed to the satisfaction of **NCTCOG**, the **CONSULTANT** shall submit an invoice clearly labeled "Final Invoice".

ARTICLE VII

RECORDS

The **CONSULTANT** and its subcontractors shall maintain complete and accurate records of allowable costs incurred under this Contract and shall make such materials available at its office during the period covered and for seven (7) years from the date of final payment under the Contract. Such materials shall be made available during the specified period for inspection by **NCTCOG**, **NCTCOG'S** funding partners, and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. **NCTCOG** may request the **CONSULTANT** to maintain records for a period other than identified above.

ARTICLE VIII

FUNDING AGENCY REQUIREMENTS

- A. Audit and Inspection of Records. The **CONSULTANT** shall permit the authorized representatives of **NCTCOG**, **NCTCOG'S** funding partners, and their designees to inspect and audit all data records of the **CONSULTANT** and its subcontractors relating to work performed under the Contract until the expiration of seven (7) years after final payment and resolution of audit under this Contract. The **CONSULTANT** shall transmit this data to **NCTCOG** upon request. The **CONSULTANT** further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that **NCTCOG**, **NCTCOG'S** funding partners or any of their duly authorized representatives shall, until the expiration of seven (7) years after final payment and resolution of audit under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and

records of subcontractor, involving transactions related to the subcontractor. The subcontractor shall transmit all data records to **NCTCOG** upon request. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding ten thousand (\$10,000) dollars and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

The **CONSULTANT** shall be responsible for any funds determined to be ineligible for reimbursement under this Contract and shall reimburse **NCTCOG** the amount of such funds previously provided to it by **NCTCOG**.

- B. Inspection of Work. **NCTCOG**, **NCTCOG'S** funding partners, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the **CONSULTANT** or its subcontractor, the **CONSULTANT** shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

- C. Interest of Members of Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

- D. Interest of Public Officials. No member, officer, or employee of the public body or of a local public body during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- E. Noncollusion. The **CONSULTANT** warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. If the **CONSULTANT** breaches or violates this warranty, **NCTCOG** shall have the right to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- F. Gratuities. Any person doing business with or who, reasonably speaking, may do business with **NCTCOG** under this Contract may not make any offer of benefits, gifts, or favors to employees of **NCTCOG**, **NCTCOG'S** funding partners or representatives of **NCTCOG'S** Committees or Boards. Failure on the part of the **CONSULTANT** to adhere to this policy may result in termination of this Contract.
- G. Debarment/Suspension. **NCTCOG** is prohibited from making any award or permitting any award to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs. The **CONSULTANT** and its subcontractors

shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions," which is included as Appendix G of this Agreement. The **CONSULTANT** is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, Debarment and Suspension. The **CONSULTANT** must notify **NCTCOG** if the **CONSULTANT**, or any of its subcontractors, become debarred or suspended during the performance of this Contract.

- H. Restrictions on Lobbying. Pursuant to 31 USC 1352, which generally prohibits recipients of federal funds from using those monies for lobbying purposes, the **CONSULTANT** and its subcontractors shall comply with the special provision "Restrictions on Lobbying," which is included as Appendix H of this Agreement.

- I. Environmental Protection and Energy Efficiency. The **CONSULTANT** agrees to comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 USC 7401-7671); the Federal Water Pollution Control Act (33 USC 1251 et seq.); the Energy Policy Conservation Act (42 USC 6201, et. seq.); Executive Order 11738 and implementing regulations. The **CONSULTANT** further agrees to report violations to **NCTCOG**.

- J. Nondiscrimination on the Basis of Disability. The **CONSULTANT** agrees that no otherwise qualified disabled person shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project. The **CONSULTANT** shall insure that all fixed facility construction or alteration

and all new equipment included in the project comply with applicable regulations regarding Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, set forth in 49 CFR Part 27 and any amendments thereto.

- K. Control of Drug Use. The **CONSULTANT** agrees to comply with the terms of the Federal Transit Administration regulation, "Prevention of Alcohol Misuse and Prohibiting Drug Use in Transit Operations" set forth in 49 CFR, Part 655. The **CONSULTANT** agrees to maintain a drug-free workplace and ensure all subcontractors comply with the terms set forth in the previous regulation. At a minimum the drug-free workplace policy shall include notification of prohibited activities relating to drugs, notification of requirement to abide by policy as a condition of employment, and drug disclosure requirements.
- L. Equal Employment Opportunity. As required by 41 CFR Part 60, the **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. The **CONSULTANT** shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONSULTANT** agrees to comply with all applicable provisions of 41 CFR Part 60. The **CONSULTANT**

further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

- M. Disadvantaged Business Enterprise. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this agreement. Consequently the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, exclusive of Subpart D, apply to this Agreement. **NCTCOG** and its subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 Subpart A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, **NCTCOG** and its subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, exclusive of Subpart D, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. **NCTCOG** and its subcontractors shall not discriminate on the basis of race, creed, color, national origin, sex, or disability, in the award and performance of contracts funded in whole or in part with federal funds.

The **CONSULTANT** agrees to maintain a Disadvantaged Business Enterprise commitment throughout the term of this Contract, at a minimum as identified in Appendix D.1. These Disadvantaged Business Enterprise requirements shall be physically included in any subcontract entered into by the **CONSULTANT**. The **CONSULTANT** shall coordinate Disadvantaged Business Enterprise (DBE) commitments and work with **NCTCOG** on an

annual basis to determine if there are any necessary revisions. Failure to carry out the requirements set forth shall constitute a breach of Contract and may result in termination of the Contract by **NCTCOG** or other such remedy as **NCTCOG** deems appropriate.

NCTCOG and the **CONSULTANT** agree that there are no subcontracting opportunities for this project, and therefore have agreed to a 0 percent DBE participation as reflected in Attachment D.1. **NCTCOG** and the **CONSULTANT** agree that there are no subconsultants under this Contract to which any of the above DBE flow down provisions would apply.

- N. Davis-Bacon Act. The **CONSULTANT** agrees to comply with all applicable provisions of the Davis-Bacon Act, as amended (40 USC 3141, et. seq., the Copeland “Anti-Kickback” Act (40 USC 3145) as supplemented by Department of Labor Regulations (29 CFR Part 3).
- O. Contract Work Hours and Safety Standards Act. The **CONSULTANT** agrees to comply with all applicable provisions of the Contract Work Hours and Safety Standards Act (40 USC 3701, et. seq.) for contracts in excess of one hundred thousand dollars (\$100,000) that involve the employment of laborers and mechanics.
- P. Rights to Inventions. The **CONSULTANT** agrees to comply with all applicable provisions of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firm Under Government Grants, Contracts, and Cooperative Agreements.”
- Q. Procurement of Recovered Materials. The **CONSULTANT** agrees to comply with all applicable provisions of 2 CFR 200.323 related to the procurement of recovered materials.

- R. Domestic Preference. As appropriate and to the extent consistent with law, the **CONSULTANT** should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- S. Compliance with Non-Discrimination Laws and Regulations. During the performance of this Contract, the **CONSULTANT**, for itself, its assignees, and successors agrees to comply with all applicable laws and regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, including, but not limited to the following: Title VI of the Civil Rights Act of 1964; 23 USC 140; Rehabilitation Act of 1973 (29 USC 794); Age Discrimination Act of 1975 (42 USC 6102); Americans with Disabilities Act of 1990 (42 USC 12132); 41 CFR Part 60; 49 CFR Parts 21, 26, and 27; and 23 Parts 200, 230, and 633. Compliance with these laws and regulations shall be accomplished in the manner more particularly set out hereinafter in Appendix C of this Contract.
- T. Substitution of Subcontractors. **NCTCOG** must approve all substitutions of subcontracts and will determine if the disadvantaged business enterprise percentage goal will be decreased

by substituting a majority contractor for a disadvantaged business contractor. Contractors added after the initial execution of this Contract shall be procured in a fair and competitive manner.

- U. Disputes and Remedies. Should disputes arise concerning the Scope of Services or additional agreed upon work to be performed under this Contract, the **CONSULTANT** and **NCTCOG** shall negotiate in good faith toward resolving such disputes. **NCTCOG** shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Program. Violation or breach of Contract terms by the **CONSULTANT** may be grounds for termination and should **NCTCOG** terminate the Agreement due to a breach by the **CONSULTANT**, any direct increased costs arising from the termination shall be paid by the **CONSULTANT**.
- V. Property Management and Procurement Procedures. The **CONSULTANT** shall comply with procurement standards for federal programs contained in 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" as may be revised or superseded.
- W. Copyrights. Except as otherwise provided in the terms and conditions of the Contract, **NCTCOG** is free to copyright any books, publications, or other copyrightable materials developed in the course of or under a federal agreement. Except as otherwise provided in the terms and conditions of the Contract, the funding agency shall reserve a royalty-free

nonexclusive and irrevocable right to produce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

- X. Subcontracts. The **CONSULTANT** is required to perform all work except specialized services or other tasks specifically exempted in the Contract, except that governmental recipients of 23 U.S.C. 104(f) or 402 funds may subcontract as necessary to accomplish approved work program activities. All subcontracts exceeding \$10,000 in cost shall contain all required provisions of the prime contract.
- Y. Additional Funding Agency or State Requirements. The **CONSULTANT** shall comply with provisions detailed in Appendix I. Where applicable, the **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.
- Z. Internal Compliance Program. **NCTCOG** has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.
- AA. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, **NCTCOG** is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The **CONSULTANT** agrees that it is not providing **NCTCOG**

with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. The **CONSULTANT** shall certify its compliance through execution of the "Prohibited Telecommunications and Video Surveillance Services or Equipment Certification," which is included as Appendix J of this Contract. The **CONSULTANT** shall pass these requirements down to any of its subcontractors funded under this Contract. The **CONSULTANT** shall notify **NCTCOG** if the **CONSULTANT** cannot comply with the prohibition during the performance of this Contract.

ARTICLE IX

INDEMNIFICATION

The **CONSULTANT** covenants and agrees to indemnify and hold harmless and does hereby indemnify and hold harmless **NCTCOG**, its officers and employees, from and against suits or claims for damages or injuries, including death, to persons or property, to the extent caused by a negligent act or omission on the part of the **CONSULTANT**, its officers, agents, servants, employees, or subcontractors, and the **CONSULTANT** does hereby assume all liability for injuries, claims or suits for damages to persons or property, occurring during or arising out of the performance of this Contract to the extent caused by a negligent act or omission on the part of the **CONSULTANT**, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.

ARTICLE X

TERMINATION OF CONTRACT

NCTCOG may terminate this Contract, or any portion of it, by serving at least a thirty (30) day notice of termination on the **CONSULTANT** which shall be effective on the date of the receipt of the notice of termination. The notice shall state whether the termination is for convenience of

NCTCOG or for default of the **CONSULTANT**. If the termination is for default, the notice shall state the manner in which the **CONSULTANT** has failed to perform the requirements of the Contract. The **CONSULTANT** shall account for and return to **NCTCOG** any property in its possession paid for from funds received from **NCTCOG**, or property supplied to the **CONSULTANT** by **NCTCOG**. The **CONSULTANT** shall promptly submit its termination claim for reimbursement to **NCTCOG**, and the parties shall negotiate the termination settlement to be paid. If the termination is for the convenience of **NCTCOG**, the **CONSULTANT** shall be paid its costs up to the time of notice to stop work, reasonable Contract close-out costs, and a pro rata portion of the fee which reasonably reflects the quantity and quality of work performed up to the time of termination. If, after serving a notice of termination for default, **NCTCOG** determines that the **CONSULTANT** has an excusable reason for not performing, such as a strike, fire, flood, events which are not the fault of and are beyond the control of the **CONSULTANT**, **NCTCOG**, after setting up a new work schedule, may allow the **CONSULTANT** to work, or treat the termination as a termination for convenience.

ARTICLE XI

LIMITS OF LIABILITY

To the fullest extent permitted by law, neither party will be liable to the other party or other third parties for consequential, incidental, special, punitive, or any indirect damages (including damages for lost profits or anticipated revenues) arising out of or related to the products and services, underlying data or this Contract. Except for (i) the **CONSULTANT'S** indemnification obligations under Article IX, (ii) a party's breach of confidentiality, (iii) claims arising out of or related to death, personal injury, fraud, or a party's intentional misconduct; or (iv) where prohibited by law, under no circumstances will either party's aggregate liability for all claims, acts and/or

omissions arising out of or related to this Contract, regardless of whether any claim or action is based on contract, tort, or otherwise, exceed the total contract value paid by **NCTCOG** to the **CONSULTANT** under this Contract.

ARTICLE XII

LEGAL CONSTRUCTION

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

ARTICLE XIII

VENUE

Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with this Contract shall lie exclusively in Tarrant County, Texas.

APPENDICES

The following appendices are attached and made part of this Contract.

Appendix A: Scope of Services

Appendix B: Budget and Payment Schedule

Appendix C: Title VI Assurances

Appendix D: Disadvantaged Business Enterprise Program

Appendix E: Selection Criteria

Appendix F: Counting DBE Participation Towards Goal

Appendix G: Debarment and Suspension Certification

Appendix H: Restrictions on Lobbying

Appendix I: Required State Clauses and Flowdown Provisions from the Texas Department of Transportation

Appendix J: Prohibited Telecommunications and Video Surveillance Services or Equipment Certification

IN WITNESS WHEREOF, the parties hereto have executed this Contract. This Contract becomes effective on the day the last Party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

DocuSigned by:  <small>A4E72C1BEF0F426...</small>	1/3/2024
_____ Mike Eastland, Executive Director	_____ Date

INRIX, INC.

DocuSigned by:  <small>B97DFE6DCA36414...</small>	12/22/2023
_____ Bryan Mistele, President & CEO	_____ Date

APPENDIX A

SCOPE OF SERVICES

1 Project Management Plan

INRIX, Inc (“INRIX”) will commit the necessary staff to deliver the Traffic Signal Platform for the Dallas-Fort Worth Region. The following includes key areas for success.

1.1 Project Start-up

INRIX will submit a detailed Project Management plan for the North Central Texas Council of Governments’ (NCTCOG) approval including project scope, schedule to include deliverables and anticipated meetings, a quality control/quality assurance plan, and outline of project administrative procedures and assigned tasks.

INRIX will confirm with NCTCOG and agencies the list of licensed signals. The INRIX team will work to ensure the licensed signals are enabled on Day 1 of the Contract. Confirming access to request signals. This process will include enabling any missing signalized intersections in OpenStreetMaps (OSM). Signals are currently ingested into the INRIX Signal Analytics platform through OSM. Each node on an intersection needs to be “tagged”, INRIX then uses a process to aggregate the numerous nodes at a signalized intersection into a node representing a single signalized intersection. These will be added to the OSM map and included in INRIX’S December map update for immediate use in the platform for those signals licensed under the Contract.

The INRIX team will enable the Signal Analytics platform to provide access to NCTCOG staff and its partner agencies and their consultants.

All public sector agencies and consultants working for public sector agencies can get access to the platform by completing the INRIX Data Use Agreement (DUA). The agency will sign the DUA and provide a list of people who would like access to the Platform. Consultants will be required to do the same and provide a new DUA for each public sector agency project they work on. INRIX will work with NCTCOG and the agencies to determine if users will have access to the signals in their jurisdiction or the full set of signals.

1.2 Training

Upon Contract execution, NCTCOG can expect the following actions from INRIX:

- **Ensure user access.** The INRIX Project Manager will coordinate with all team members and work with NCTCOG Project Manager to ensure all desired agency users have access to the Platform and tools.
- **Prepare & deliver kick-off training series (3 working sessions).** INRIX will conduct a series of three training sessions (up to 4 hours each). All sessions will be recorded and made available to all NCTCOG agencies.
 - Session 1 - Software overview and example projects. Discuss candidate projects for next two sessions.
 - Session 2 - Question and answer with agencies, quick summary of the first session and corridor review. Collaborate on a local NCTCOG project analysis together with agencies.

- Session 3 - Review corridor results and review regional metrics. Discuss projects, treatments, and aspirational goals and targets for intersection and corridor metrics.
- Bi-Annually NCTCOG Agency Working Sessions - to occur as a continuation of the kick-off series trainings. Each working session would be up to 90 minutes. This provides new users the chance to learn and engage with the software, as well as agencies a chance to review results or complete analysis together with the INRIX technical team. INRIX will collaborate with NCTCOG to define the work session format and invitee list.

1.3 **Project Support**

For the remainder of the project INRIX will conduct monthly project administration meetings with NCTCOG staff. Administration meetings will be 30 minutes in length and cover high level contract management as well as review usage reports or other topics of interest.

Project manager will deliver a monthly administration report to NCTCOG that includes milestones and monthly meeting notes, and a summary of software platform usage for the previous month throughout the duration of the Contract. NCTCOG retains the right to modify the regular meeting frequency and administration report frequency, as needed.

INRIX will provide ongoing support through meetings and webinars related to new features.

INRIX U.S.-based Support Team will provide ongoing support and is available to answer questions on a day-to-day basis. Support can be contacted via a dedicated email address, and team members — available 24x7 across all time zones in Continental North America — will respond within 24 hours.

2 **Scope of Services and Project Schedule**

The scope of services to be delivered during this project will follow the tasks outlined below, as agreed by the parties in Section 2.5 (Schedule).

- **Task 1.0 – Project Administration** – Deliver required files, reports, invoices, meeting minutes, and progress reports to NCTCOG throughout the duration of the project.
- **Task 2.0 – Platform Development and Deployment** – Deploy and enhance the Signal Analytics product in the NCTCOG.
- **Task 3.0 – Operations and Maintenance** – Ensure the Signal Analytics product is operational throughout the duration of the Contract.
- **Task 4.0 – Project Closeout** – Package and deliver all required documentation and materials.

The primary goal will be to quickly implement the existing Signal Analytics tools for NCTCOG and their affiliates. This section will define the existing tools and provide a glimpse into the development and enhancements that have taken place and are expected in the future.

2.1 **Currently Available COTS SAAS Solution Features and Functions**

The web-based platform utilizes high-frequency GPS points sourced directly from connected vehicles to help transportation professionals assess and improve signalized arterials. The platform is scalable, easy-to-use, and cost-effective and is accessible to multiple user accounts from numerous agencies and their consultants. Signal Analytics allows users to view regional signals and corridors to easily conduct systemwide comparisons, before and after studies, and review individual traffic signal performance measures.

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The data in Signal Analytics is derived from observed, anonymized connected vehicle GPS waypoints at intersections. This high-quality, high-frequency (not to exceed 15 seconds) data can produce a series of signal performance measures. The waypoint data allows a vehicle to be traced through an intersection, where valuable insights can be extracted and aggregated to understand and improve the signal performance at an intersection.

Sample sizes are provided for each individual intersection movement to allow a user to determine if the metrics should be used, or additional data should be stacked. Data includes observed distribution of speeds (not just averages) to provide the clearest understanding of signal performance. The metrics are calculated for each movement independently and can be aggregated to the approach, intersection, and corridor level.

The biggest benefit of Signal Analytics is complete systemwide information. Most signal retiming projects occur on a scheduled basis, resulting in reactive interventions after signal performance issues are discovered. With Signal Analytics, systemwide daily performance reports enable proactive interventions before significant degradation of signal performance occurs.

2.1.1 Metrics

2.1.1.1 Signalized Intersections

Performance measures for each movement are based on an analysis zone placed around each signalized intersection. Measures are then computed for each vehicle that passes through the zone. Plotting the movement of a sample vehicle through an intersection, the time-space diagram shows a typical approach speed, travel time through the intersection, and two other measurements needed to calculate control delay, the reference travel time and the delay.

The intersection analysis zone extends from a point that is 150 meters (approximately 500 feet) upstream of the stop line to a point 80 meters (approximately 260 feet) beyond it (along each of the departure paths). These 230-meter zones (one for each movement) are used to assign each sampled vehicle to a movement. They also determine travel times, control delays, and whether a vehicle is regarded as having stopped at the intersection.

The performance metrics provided in INRIX Signal Analytics are:

- **Control Delay (average and maximum).** The difference between the travel time a vehicle reports to traverse a movement and the reference travel time. The reference travel time is calculated as the fifth-fastest percentile of travel times for non-queued vehicle movements through a movement. For example, if a vehicle took 30 seconds to traverse a movement and the reference travel time was 10 seconds, the control delay for that movement would be 20 seconds. For user-specified time periods, control delay averages and maximums are reported.
- **Stopped Vehicle Count.** Those vehicles in a count that stopped at least once in the approach zone of an intersection (a vehicle has “stopped” if it reported a speed of 6 mph or below).
- **Percent Arrival on Green.** Based on (a) the number of vehicles in a count that traversed a movement without stopping, divided by (b) the total vehicle count for that movement.
- **Intersection Travel Time (average and maximum).** Computed based on the time it takes for a vehicle to travel the length of a movement, defined as 150 meters approaching the stop line and 80 meters beyond. For user-specified time periods, travel time averages and maximums are reported.

- **Approach Speed (average and maximum).** Highest speed reported by a vehicle within the 80 meters approach zone. For user-specified time periods, approach speed averages and maximums are reported.
- **Vehicle Count.** The total number of sampled vehicles in the database for a specified movement and time period.
- **Split Failures.** The occurrence of a vehicular trajectory stopping more than once before crossing the stop bar location, on approach.

2.1.1.2 Corridor Metrics

The corridors feature within Signal Analytics uses similar logic to determine the end-to-end travel times of vehicles along an agency defined route. These routes can extend further than 500 ft upstream of a signalized intersection. Connected vehicle waypoint frequencies of < 45 seconds are used for corridors to increase the number of vehicle observations. The individual vehicle end to end travel times are then aggregated and provided within the platform to rank and prioritize agency corridors. The following statistics are provided for each corridor:

- **Length** is the distance measurement from start point to end point. All metrics are based on vehicles that traveled across the full corridor length.
- **Average Travel Time (Avg. TT)** is the average time it takes the measured vehicle trajectories to navigate the entire distance from user-defined start point to end point.
- **Median Travel Time** is the 50th percentile of the travel times that traverse the entire corridor from start point to end point.
- **Free Flow Travel Time (FFTT)** approximates the unimpeded travel time along a corridor with no delay. Free flow travel time should be the 5th percentile travel time between midnight and 6 am.
- **Travel Time Index (TTI)** is the average travel time divided by the free flow travel time. This is a measure of “congestion” on the roadway.
- **Planning Time Index (PTI)** is the 95th percentile travel time divided by the free flow travel time. This is a measure of the reliability of the roadway.
- **Level of Travel Time Reliability (LOTTR)** is the 80th percentile travel time divided by the median travel time. This is a common reliability metric as well.
- **Vehicle Sample Size or Count** are provided for each corridor.

2.1.2 Platform

The following sections of the document describe the two functional tools included in the INRIX IQ Signal Analytics platform that includes the Signal Analytics Dashboards and the Custom Signal Analytics Reports powered by the University of Maryland, Center for Advanced Transportation Technology (CATT Lab). The Dashboards are based on daily, weekly, or monthly reports indicating performance of all intersections and corridors in the system with comparative rankings and metrics of change from the previous four same-day-of-week metrics. The Custom Signal Analytics Reports provide metrics for agency-specified time periods. The reporting tool provides capability for custom queries for any user-specified date range and time period.

2.1.2.1 Signal Analytics Systemwide Dashboards

INRIX provides Signal Analytics Systemwide Dashboards in different formats. Data are updated daily in the web-based user interface and sent through an email that can be viewed on a mobile phone. The daily email provides summary metrics for all signals in the network as well as a list of the five most degraded intersections based on average control delay and total control delay, along with the three most degraded corridors by travel time change and travel time index. The most degraded intersections and corridors are determined by comparing the most recent report with the previous four weeks of data for that day and time.

The Daily Dashboard includes similar information as the daily email, including:

- A list of the most degraded performing intersections
- A list of the most degraded performing corridors
- Statistics summarizing the entire network's performance
- The number of signals and corridors currently under license

The intersection dashboard includes detailed information about every intersection under license in the network. The intersection dashboard can utilize daily, weekly, or monthly reports to summarize the performance of the intersections. The daily reports are valuable for identifying issues or analyzing special events that impact signal performance for a single day. Weekly and monthly reports allow an engineer to investigate an entire week or month of vehicle crossings at once. This provides better statistics for before and after studies or identifying where signal timing issues are contributing to recurring traffic delay. The intersection dashboard includes:

- A map display showing intersection performance and change in performance
- An intersection diagram including approaches and movements colored by performance
- Different metrics that can be displayed in the movement diagram including:
 - Control Delay Total
 - Control Delay per vehicle
 - Percent on Green
 - Split Failure Count
 - Split Failure Percent
 - Turn Ratios
- Approach and movement level graphics

Individual vehicle trajectories can be visualized at the movement and approach levels. This provides an easy way to validate the metrics, by observing the real trajectories of individual vehicles through an intersection. These trajectories can be filtered to identify when stops or split failures are occurring throughout the day.

A downloadable list view is also available in the Intersection Dashboard. This list includes geographic information related to the signals, as well as the performance metrics for each of the intersections. This list can be sorted and filtered based on any of the columns.

An agency can also set up corridors to be monitored and evaluated. By simply clicking on the predefined corridor the user can pull up corridor details and performance metrics like average travel time, travel time index and planning time index and see how the measures compare to the average of the last four weeks. The Cumulative Distribution Function (CDF) compares the distribution of travel times from the weekly report compared with the four-week historical average.

If a user wants to gather more customized information, they can connect to the Custom Signal Analytics Reports. The performance measures are displayed based on customizable temporal and spatial filters selected by users.

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The process to initiate a custom intersection(s) study is very straight forward. The platform provides a simple interface to specify the desired intersection, or group of intersections, as well as the date range and time period of interest. The tool provides options to search the available intersections by the road name (Road Selection) or by free drawing an area (Map Selection).

- **Road Selection.** Type the name or route number to produce a list of roads to select from; all signals on an entire road may be selected, or partial sections. (This process may be repeated multiple times to accumulate intersections for your analysis.)
- **Map Selection.** Use the “+” designated drawing tools at the top left corner of the map to outline the region of interest; all available intersections within the region will be highlighted for selection (if too many are identified, use the (-) designated tools to selectively remove those that are unwanted). Again, this may be repeated to add additional intersections.

After identifying all intersections for analysis, finalize the list by clicking “Add intersections and select the date range that you would like analyzed. If desired, restrict your analysis to specific days of the week and times-of-day. *Note: you may select more than one time period; however, if you do the results will be merged into single output calculations.*”

Interpreting the results. Results are loaded from an email link, or through ‘My History’ found at the top right of the screen. Results are returned in three interactive panels on one screen. The Ranking & Summary Table is found across the top; the Intersection Selection Map is at the lower left; and the Intersection Data Display is at the lower right. Making selections in any of these panels will automatically be reflected, as appropriate, in the other two.

Ranking and Summary Table. Every movement of every intersection in the user’s query $\frac{3}{4}$ commonly 12 movements per intersection $\frac{3}{4}$ has a row in this table. The ranking of the movements comes first. The user decides which metric is the basis for ranking by clicking the desired header to the right. The next three columns define the intersection, approach, and movement. The metrics farther right are displayed based on user preference, indicated by checking boxes in the “Display Options” menu at the top right. This table has several other interactive features. Clicking on the header of any metric will re-rank the table according to that metric. And clicking on any row will highlight that movement in the other two panels.

Intersection Map. The map can be zoomed-out to see all the intersections in the analysis (black dots) or zoomed-in to focus on a single intersection. Clicking on any black dot will select that intersection, it will also highlight the associated movement for the intersection in the summary table above. Once a movement has been selected by the user (or by default), a blue arrow will appear that exactly illustrates the movement (note that while the lengths of the arrows will vary widely, no information is conveyed by that length).

Intersection Data Display. This visualization graphic allows the user to focus on one movement at a time, while providing a larger view of all approaches. First, because this is a schematic that does not rotate, “northbound” can be confused with “westbound”, for example, when an intersection is not cleanly aligned to N-S-E-W. To provide certainty, a thumbnail sketch of the active movement is provided in the upper right corner of this panel; the blue arrow there mirrors the arrow in Panel Two and corresponds with the highlighted approach arrowhead in the graphic.

Whichever metric is chosen, the length of each arrow shaft corresponds to the numerical value of that metric $\frac{3}{4}$ a larger number or percentage produces a longer shaft, and vice versa. (Note that for metrics where larger values are normally regarded as “worse”, e.g., travel times, the shafts will be longer. However, where larger numbers mean “better”, i.e., travel time or percent on green,

long shafts have the opposite meaning.) The color of the arrow provides further detail, based on the scale shown across the bottom.

Regarding the width of the shafts, wider shafts are used to represent higher sample vehicle counts (and stopped vehicle counts). Note also that the user can hover the cursor over any movement to see the corresponding sample count. Like the other panels, interactivity is built into this panel. Clicking on any movement arrowhead will highlight that movement in the other two panels.

The flow metrics for this intersection are displayed one at a time. The user chooses the metric using the "Display Options" menu in the corner of the panel.

Intersection Matrix Display. The intersection matrix visualization allows users to view the performance of intersection movements by time of the day and by day of the week in a single color-coded table. This enables users to understand times of the day and days of the week where signal performance may be degraded, which makes it easier to know which signal timing plan to adjust. Any of the core intersection metrics can be visualized in this format.

The "My History" tool lets agencies access the results of any respective agency's past reports from one location.

2.1.3 Single Sign-On (SSO)

Single Sign-On (SSO) is available using Microsoft Authentication. This allows any member of an organization to easily have access to INRIX Signal Analytics. An organization can also have control to remove account access through their secured internal account removal process.

2.1.4 Quality Assurance/Quality Control (QA/QC)

INRIX utilizes a comprehensive set of processes and tools that ensure a consistent and measurable high quality of service delivery.

The Signal Analytics product strives for transparency. The number of samples for every movement are provided. The trajectory information for each of the vehicles can be visualized. The assumptions used to calculate the metrics are clearly defined. While onboarding, we will ensure that we test all components of the platform. If required, INRIX can give additional detailed information regarding other quality aspects.

2.1.5 Issues Management Plan

INRIX has an extensive support staff that follows the issue classification and escalation process described below. In the case of an issue, INRIX uses commercially reasonable efforts to assign such problem to one of the three Service Classifications listed below and shall report the problem in accordance with the applicable response procedure set forth below. NCTCOG as well as any associated contracting agencies will have access to technical support.

Priority/ Severity	Classification Name	Response Time	Resolution Time Goal	Classification Requirements
P1	Critical	<15 minutes	< 1 hour	Interruption making a critical functionality of the service inaccessible or degraded to a degree that is causing severe impact on services use or availability. There is no available workaround.
P2	High	<15 minutes	< 2 hours	Interruption making a critical or important functionality of the service degraded to a degree that is causing significant impact on services use or availability. There is no available workaround.
P3	Low	<4 hours	TBD based on prioritization	Minor performance or technical issues, issues that are not “Critical” or “High”, INRIX’S goal is to resolve within a reasonable period of time but will endeavor to resolve as quickly as possible.

RESPONSE PROCEDURE. INRIX provides technical support 24 hours per day, 7 days per week on an annual basis. NCTCOG will report Critical and High classification incidents by email to the Partner Service Operations Team, as set forth in the table below and Low classification incidents only by email.

Contact Method	Availability	Contact Information
Partner Service Operations Team	24 x 7 x 365, inclusive of all global public holidays	support@inrix.com

2.2 Current Features and Functionality

The following table addresses identified features and functionality in the INRIX Signal Analytics Solution.

Features and Functionality	INRIX Signal Analytics Solution
Provide performance measures for individual traffic signals and signalized corridors.	Intersection and corridor performance metrics are provided for decision support and to monitor the regional signal performance.
Intersection Metrics	
Average Control Delay	Average control delay per vehicle is calculated based on the travel time of a vehicle through an intersection and an expected time a vehicle would take if it did not have to stop.
Split Failures	Split failures are calculated by determining if a vehicle stopped then moved then stopped again.
Stopped Vehicle Count	The stopped vehicle count is determined by collecting the number of vehicles that stopped at an intersection. A stop is defined as a waypoint pair speed under 6 mph.

Features and Functionality		INRIX Signal Analytics Solution	
Percent Arrival on Green		Percent arrivals on green is determined by dividing the number of observed stopped vehicles by the number of total vehicles observed.	
Average and Maximum Travel Time		Travel time is determined for a vehicle traveling through the intersection from 150 meters approaching the stop line and 80 meters beyond.	
Observed and Scaled Counts		The observed vehicle count is the observed number of vehicles traveling through the intersection. The scaled count uses factors derived from HPMS data.	
Approach Speed		Approach speed is calculated as the maximum point pair speed approaching the intersection. This is then aggregated and presented throughout the tool.	
Detailed speeds, travel times and control delays		Custom Signal Analytics Reports provide additional levels of detail for the metrics provided above including average, median, maximum, and other percentile speeds, travel times, and control delays.	
Corridor Metrics			
Travel Time		The corridor travel time is calculated by determining the difference between the time a vehicle crosses the starting point of a corridor and the time a vehicle crosses the ending point of a corridor.	
Observed Vehicle Count		The observed vehicle count for corridors captures the number of observed vehicles that traverse the entire corridor, from starting point to ending point.	
Travel Time Index (TTI)		The travel time index is calculated by dividing the average observed travel time by the free flow travel time.	
Planning Time Index (PTI)		The planning time index is calculated by dividing the 95 th percentile travel time by the free flow travel time.	
Level of Travel Time Reliability (LOTTR)		The level of travel time reliability is calculated by dividing the 80 th percentile travel time by the median travel time.	
Delay along Corridor		One can look at the difference between measured/experienced travel time and free-flow travel time to calculate corridor delay. Travel time index is often used to reflect patterns of delay along a corridor.	

Features and Functionality		INRIX Signal Analytics Solution	
Graphical Display			
Display performance measures for all traffic signals in the Dallas-Fort Worth region (approximately 7,000)		The INRIX platform can capture all signals in the Dallas-Fort Worth region. Currently 6,640 signals are in the system. Any signals currently missing can be added in our standard quarterly map update process.	
Identify low performing signals and corridors		The tool allows users to identify low performing signals or corridors in two ways. The first is the Daily Dashboard, which provides the signals and corridors that have degraded the most from their four-week average. The second is the list view where intersections or corridors can be ranked by any of the performance metrics.	
Provide graphical representation of signal performance metrics at an intersection, approach, and movement level		The intersection metrics are available at the intersection level, the approach level, and the movement level. This allows a user to scan an entire network at the intersection level and troubleshoot down to the movement level.	
View and select signals on a map display		The intersection metrics are presented on a map where each intersection is colored based on either a metric or the change in a metric. This allows users to identify poor performing intersections or intersections that are performing worse than normal.	
View aerial photography of an intersection		Both map and aerial maps are available in the INRIX platform to allow a user to visualize the geometry of the intersection or corridor.	
View signal performance measures in a list view		The intersection and corridor metrics are presented in a list view. The list includes every intersection under license and can be sorted and filtered to identify underperforming intersections.	
View signal performance measures in a graphical format		Graphics are available at the movement and approach levels including a vehicle count observed over time graphic and a cumulative distribution function showing the distribution of travel times.	
Rank intersection movements		Movement metric rankings are provided in the Intersection Analytics Tool.	
Platform Features			
Provide a daily summary email		A daily email is provided to those users who request it. The daily email provides the most recent daily report which includes the five most degraded intersections and three most degraded corridors.	

Features and Functionality	INRIX Signal Analytics Solution
Provide daily, weekly, monthly, and custom reports	The INRIX IQ tool allows users to view daily, weekly, and monthly reports. These are scheduled and produced for the entire network every day, at the end of every week, and at the end of every month. Additionally, custom reports for certain days or time periods are available through the CATT Lab Signal Analytics Tool.
Provide access to past reports	Past daily, monthly, and weekly reports can easily be accessed through a calendar selection tab in the INRIX tool.
Provide access to historical data	Data is available from January 1, 2020, to present.
View intersection performance for user defined dates and times	Custom reports are available through the Intersection Analytics Tool. A user can select a series of intersections and run a report for a custom date range and time period.
Download data in a CSV format	Within both the INRIX and CATT Lab tool, the data is downloadable into a CSV file.
Provide access to an unlimited number of user accounts with individual usernames and passwords	An agency can grant access to an unlimited number of employees, partners, consultants, or researchers. Each user has access through their email and custom password.
Provide NCTCOG access to all signals and municipalities access their agency signals individually	NCTCOG will be granted access to the entire signal network. We can work with an organization to provide advanced filtering and customization in viewing breakdowns by municipality.

2.3 Required Features and Functionality

Additional features and functionality are continuing to be added to the Signal Analytics tools. Existing customers are given opportunities to provide feedback on existing features and suggestions for new features through quarterly User Group meetings. Additionally, office hours are also available to customers to ask specific technical questions or make suggestions for future releases.

2.3.1 Phase 1 Required Metrics

The Phase 1 requirements for this project and visualized in the table below are all included in the existing INRIX Signal Analytics tool. Intersection metrics are available at the movement, approach, and intersection level. Additionally, intersections will be tagged with the name of any user-defined corridors in the list view of the platform, so these metrics can be rolled up to the corridor level. Intersection metrics are delivered in daily, weekly, and monthly reports, while corridor metrics are delivered in weekly reports. Weekly and monthly reports can be broken down into weekday only or weekend only metrics. The default time periods include 24 hours, AM Peak, Midday, PM Peak, and overnight. The default ranges are shown in the table below. These can be defined by NCTCOG. Custom report periods and time ranges can be created using the corresponding CATT Lab tool.

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The number of samples for each movement, approach, and intersection are clear in both the intersection diagrams as well as the downloadable tables. For clarity, “Observed Veh. Count” represents the count of vehicles that were observed over the designated movement and timeframe. The validation effort includes comparisons between detector based ATSPMs and our GPS-based solutions. It is important to understand that while both approaches are attempting to measure similar metrics, they are measured in different ways, therefore are not a direct comparison.

Metric	Spatial Coverage	Reports	Default Time Ranges
Average Delay per Vehicle	<ul style="list-style-type: none"> • Movement • Approach • Intersection 	<ul style="list-style-type: none"> • Monthly • Weekly • Daily 	<ul style="list-style-type: none"> • 24 hours • AM Peak (0600- 0900) • Midday (0900 – 1600) • PM Peak (1600 – 1900) • Overnight (1900 – 0600)
Travel Time Reliability	<ul style="list-style-type: none"> • Corridor 	<ul style="list-style-type: none"> • Weekly 	<ul style="list-style-type: none"> • 24 hours • AM Peak (0600- 0900) • Midday (0900 – 1600) • PM Peak (1600 – 1900) • Overnight (1900 – 0600)
Intersection Delay	<ul style="list-style-type: none"> • Movement • Approach • Intersection 	<ul style="list-style-type: none"> • Monthly • Weekly • Daily 	<ul style="list-style-type: none"> • 24 hours • AM Peak (0600- 0900) • Midday (0900 – 1600) • PM Peak (1600 – 1900) • Overnight (1900 – 0600)
Arrivals on Green	<ul style="list-style-type: none"> • Movement • Approach • Intersection 	<ul style="list-style-type: none"> • Monthly • Weekly • Daily 	<ul style="list-style-type: none"> • 24 hours • AM Peak (0600- 0900) • Midday (0900 – 1600) • PM Peak (1600 – 1900) • Overnight (1900 – 0600)
Split Failures	<ul style="list-style-type: none"> • Movement • Approach • Intersection 	<ul style="list-style-type: none"> • Monthly • Weekly • Daily 	<ul style="list-style-type: none"> • 24 hours • AM Peak (0600- 0900) • Midday (0900 – 1600) • PM Peak (1600 – 1900) • Overnight (1900 – 0600)
Turning Ratios	<ul style="list-style-type: none"> • Movement 	<ul style="list-style-type: none"> • Monthly • Weekly • Daily 	<ul style="list-style-type: none"> • 24 hours • AM Peak (0600- 0900) • Midday (0900 – 1600) • PM Peak (1600 – 1900) • Overnight (1900 – 0600)

2.3.2 Other Feature Requests

NCTCOG has requested a traffic signal performance platform with 21 functional requirements. The INRIX Signal Analytics currently addresses nearly all of the required functionality through the existing features defined in this proposal. Functionality that is required but not currently available will be incorporated into our Software Development Cycle, which is defined below. The table

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below includes the features not currently available that will be incorporated into the software development lifecycle.

# (from RFP)	Feature	Description	Status
11	Alerts	Provide alerts to customers based on user defined thresholds.	Planning
17	Custom Scoring	Allow users the ability to rank signals using multiple metrics and custom weights	Backlog
18	Movement Extension	Allow customization of inbound lengths (allow for longer than 150m inbound)	Planning
21	API	Create an Application Programming Interface for signals data	Planning

The INRIX IQ Signals Dashboard is a Software as a Service (SaaS) product that is maintained and updated in accordance with standard INRIX guidelines to meet our customer needs through an established Software Development Lifecycle (SDLC). NCTCOG can expect continued improvements throughout the lifecycle of this project and INRIX encourages regular product feedback in monthly update calls, through the “help” section of the IQ signals dashboard, or directly through support@inrix.com or signals@inrix.com. These customer requests are incorporated in the “Initiative Workflow” iterative product planning period. The Product team then utilizes an agile process to create product definitions through “Epics” and customer “Stories”. An agile “epic” is a body of work that can be broken down into specific tasks (called stories) based on the needs/requests of customers. The agile “story” is the smallest unit of work in an agile framework.

2.3.3 Phase 2 and Beyond Functionality

Specific functionality requested by NCTCOG in future phases of the project will go through our SDLC process. Some of the desired features, including configurable alerts, are already on the product roadmap. Others including the extension of the 500-foot area of influence and access to an Application Programming Interface (API) are being discussed, but existing functionality within the signal analytics tools can address these functions. Once Phase 1 is completed, INRIX and NCTCOG will hold a workshop with partner agencies to discuss additional features and functionality of Phase 2 and beyond. During this workshop, a summary of requests received from project partners as well as ideas received by INRIX from other users of the system. Through this process, the region will identify and prioritize desired features and functionality.

2.4 Platform Security

INRIX is Service Organization Controls (SOC) 2 Type I compliant. As a multinational company serving customers in over 50 countries and supporting agencies in nearly every state in the US, SOC 2 allows INRIX to right size our compliance efforts across so many different industries, customers, and security frameworks.

On February 6, 2023, INRIX received the following findings from an independent auditor (Sensiba San Filippo LLP):

“In our opinion, in all material respects:

- a. The description presents INRIX’S Software Application that was designed and implemented as of December 2, 2022, in accordance with the description criteria.

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- b. The controls stated in the description were suitably designed as of December 2, 2022, to provide reasonable assurance that INRIX service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively as of that date.”

A copy of the SOC 2 report can be provided upon request.

INRIX has thousands of unique customers accessing its cloud-based services, including over 300 active individual users across more than 20 agency contracts for Signal Analytics alone. INRIX shall notify NCTCOG of any use or disclosure of NCTCOG data not authorized by this Agreement, including any reasonable belief that unauthorized access has occurred. INRIX shall notify (and include any relevant information known at the time) NCTCOG via e-mail at cybersecurity@nctcog.org within two (2) business days either upon discovery of the unauthorized disclosure, or after INRIX reasonably believes there has been such unauthorized use or disclosure. In addition, no later than 30 days after such a notification has been made, INRIX will submit a report to NCTCOG which shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data or content used or disclosed, (iii) if known to INRIX, who made the unauthorized use or received the unauthorized disclosure, (iv) what INRIX has done or shall do to mitigate any harmful effect of the unauthorized use or disclosure, and (v) what corrective action INRIX has taken or shall take to prevent future similar unauthorized use or disclosure. INRIX shall provide other such information, including a written report, and take any other action to mitigate such unauthorized use or disclosure as reasonably requested by NCTCOG.

2.5 Schedule

Program Activity			23	2024				2025				2026				2027				2028				2029			
#	Official Task	INRIX Defined Task	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Project Administration	Notice to proceed																									
		Final project schedule																									
		QA/QC plan																									
		PMP																									
		Recurring meetings and updates																									
2	Platform Development & Deployment	Enable Signal Analytics for NCTCOG																									
		Add signals & corridors																									
		Onboard customers																									
		Training																									
		Workshop to discuss enhancements/phases																									
3	Operate & Maintain	Ongoing training & support																									
		Continued development & documentation																									
4	Project Closeout	Package final deliverables																									
		Contract closeout report																									

NCTCOG has defined the tasks in the Request for Proposal; a summary of those tasks is listed below.

Task 1.0 – Project Administration – Deliver required files, reports, invoices, meeting minutes, and progress reports to NCTCOG throughout the duration of the project.

Task 2.0 – Platform Development and Deployment – Deploy and enhance the Signal Analytics product in NCTCOG.

- Add Signals and Corridors to Dashboard

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- QA/QC of Signalized Inputs
- Complete Functional Capabilities
- Testing of Functional Capabilities
- User Onboarding
- Administration Training
- MPO Training/Demonstration

Task 3.0 – Operations & Maintenance – Ensure the Signal Analytics product is operational throughout the duration of the Contract. This is expected to continue from onboarding to the conclusion of the project.

- Daily, Weekly, and Monthly Reports – The INRIX Signal Analytics tool will process daily, weekly, and monthly reports throughout the duration of the Contract.
- Monthly Trainings/“Office Hours” – The INRIX Customer Success team will set up regular monthly meetings to ensure that users have the ability to deep dive into questions and address issues/concerns. INRIX will additionally utilize this time to complete ongoing training and/or new data elements.
- Signals User Group – INRIX will include NCTCOG in regular cross-agency Signal Analytics user groups. This is a time where users can learn more about cross-agency use cases and share questions/concerns with like-minded Signal Analytics users.
- Ongoing Training – INRIX encourages customers to reach out for individual or group training on an ad-hoc basis. These can be performed during monthly meetings but can also be scheduled for times that meet the needs of specific groups and user types within NCTCOG.
- Help Desk – The team has the experts in place to successfully provide the full range of technical support needed to access, interpret, and use the INRIX datasets. Importantly, INRIX has proper and sufficient resources allocated to the anticipated level of technical support. For general access questions, reach out to support@inrix.com. For deep dive technical questions, reach out to signals@inrix.com.
- Help Page – The INRIX IQ and RITIS Signals platform have specific help pages that address typical questions related to site usage.

Task 4.0 – Project Closeout – INRIX will package and deliver all required documentation and materials, if applicable. INRIX will review the final billing details and assist NCTCOG in transferring all project documentation, including the dataset, to a location specified by NCTCOG. NCTCOG will have a perpetual license to the data generated and provided during the term of the agreement for planning activities. Furthermore, INRIX will verify that objectives and deliverables have been met, formalize acceptance, and ensure that all activities have been completed and administratively closed out.

APPENDIX B

BUDGET AND PAYMENT SCHEDULE

The rates specified below shall be in effect for the entire term of the Contract, including any optional renewals for periods 4, 5, and 6, unless the contrary is expressly stated below. Any goods or services required under this Contract for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Appendix B.

Annual SaaS Traffic Signal Platform Licensing/Hosting. Subject to the requirements of Article IV, **NCTCOG** agrees to pay the **CONSULTANT** the Annual SaaS Traffic Signal Platform Licensing/Hosting fee as detailed in Table 1 below in advance, if invoiced by the **CONSULTANT**, for each contract term period of the contract term regardless of the total number of traffic signals monitored by the Provider. If the Contract is terminated prior to the end of such Base or Renewal Term, **NCTCOG** is not entitled to a refund of the Annual SaaS Traffic Signal Platform Licensing/Hosting fee paid for regardless of the total number of traffic signals monitored by the **CONSULTANT**, Services provided or the date the **CONSULTANT** is terminated.

By way of illustration only, at the beginning of Renewal Term **NCTCOG** shall pay the **CONSULTANT** Annual SaaS Traffic Signal Platform Licensing/Hosting fee as payment for the full Renewal Term. If **NCTCOG** terminates this Contract during the second month of the Renewal Term regardless of traffic signals are monitored, it is not entitled to a refund of any portion of the Annual SaaS Traffic Signal Platform Licensing/Hosting fee. The service will still be provided for the entire period and the Provider shall retain the full annual fee for that period. **NCTCOG** may add additional traffic signals during the middle of any contract year at no additional cost.

Table 1
Period 1-3 Services and Budget

Contract Invoicing Term	Budget	Invoice Date
Period 1 (Contract Execution – June 30, 2024)	\$279,000	Contract Execution. Initial Configuration After Notice to Proceed
	\$837,000	Upon Completion of Final Configuration and Initial Training (not prior to April 2024)
Period 2 (July 1, 2024 – December 14, 2025)	\$1,116,000	June 2024, unless otherwise mutually agreed in writing
Period 3 (December 15, 2025 – December 14, 2026)	\$1,116,000	December 2025, unless otherwise mutually agreed in writing
Total		\$3,348,000

* Subject to Article IV Notice to Proceed Requirements.

Table 2
Optional Annual Renewals

<u>Contract Invoicing Term</u>	<u>Budget</u>	<u>Invoice Date</u>
Period 4 (December 15, 2026 - December 14, 2027)	\$1,361,813	December 2026, unless otherwise mutually agreed in writing.
Period 5 (December 15, 2027 - December 14, 2028)	\$1,361,813	December 2027, unless otherwise mutually agreed in writing.
Period 6 (December 15, 2028 - December 14, 2029)	\$1,361,813	December 2028, unless otherwise mutually agreed in writing.
Total		\$4,085,439

If **NCTCOG** elects to exercise any annual renewal options during the Renewal Term (period 4, 5 and 6), **NCTCOG** and the **CONSULTANT** shall mutually agree to the cost of such renewal by Amendment to this Contract.

APPENDIX C

TITLE VI ASSURANCES

During the performance of this Contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The **CONSULTANT** shall comply with applicable laws and regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, including, but not limited to Title VI of the Civil Rights Act of 1964; 23 USC 140; Rehabilitation Act of 1973 (29 USC 794); Age Discrimination Act of 1975 (42 USC 6102); Americans with Disabilities Act of 1990 (42 USC 12132); 41 CFR Part 60; 49 CFR Parts 21, 26, and 27; and 23 Parts 200, 230, and 633 as they may be amended from time to time.
2. Nondiscrimination. The **CONSULTANT**, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, religion, disability, sexual orientation, or gender identity in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21 and Title VI of the Civil Rights Act of 1964, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the **CONSULTANT** for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT'S** obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, religion, or disability.

4. Information and Reports. The **CONSULTANT** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by **NCTCOG** or **NCTCOG'S** funding partners to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** shall so certify to **NCTCOG** or **NCTCOG'S** funding partners as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the **CONSULTANT'S** noncompliance with the nondiscrimination provisions of this contract, **NCTCOG** shall impose such contract sanctions as it or **NCTCOG'S** funding partners may determine to be appropriate, including, but not limited to: (a) withholding of payments to the **CONSULTANT** under the Contract until the **CONSULTANT** complies; and/or (b) cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions. The **CONSULTANT** shall include the provisions of the above paragraphs of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **CONSULTANT** shall take such action with respect to any subcontract or procurement as **NCTCOG** or **NCTCOG'S** funding partners may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a **CONSULTANT** becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the **CONSULTANT** may request **NCTCOG** to enter into such litigation to protect the interests of **NCTCOG**, and, in addition, the **CONSULTANT** may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX D

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The North Central Texas Council of Governments (**NCTCOG**) has established a Transportation Department-Wide overall Disadvantaged Business Enterprise (DBE) goal of 17 (17%) percent of the final negotiated contract amount for participation on the part of socially and economically disadvantaged individuals in USDOT-assisted projects, for procurements initiated by the **NCTCOG** Transportation Department. Specific DBE goals are established for each procurement, dependent upon the type of services being procured. The specific goal identified for this procurement is 0 (0%) percent of the contract amount. Failure to carry out the requirements set forth in this program shall constitute a breach of contract and after notification of the Department of Transportation, may result in termination of the agreement or contract by **NCTCOG** or other such remedy as **NCTCOG** deems appropriate.

NCTCOG defines “socially and economically disadvantaged” as persons who are citizens or lawful permanent residents of the United States and who are:

1. Women
2. Black Americans (includes persons having origins in any of the Black racial groups of Africa);
3. Hispanic Americans (includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race);
4. Native Americans (includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians);
5. Asian-Pacific Americans (includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas);
6. Asian-Indian Americans (includes persons whose origins are from India, Pakistan, and Bangladesh); or
7. Any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

A “Disadvantaged Business” means a small business concern,

1. which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 (51%) percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and,
2. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A “Small Business Concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. If a business is not a small business according to these standards, it is not eligible to participate as a disadvantaged business under 49 CFR Part 26.

In order to receive favorable consideration for this project, proposers are expected to provide assurances, in writing, that at least 0 percent of the contract amount will go to disadvantaged

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businesses. This can be done by completing Attachment D.1 of this Appendix and supplying whatever other supplemental information is necessary.

To comply with **NCTCOG'S** DBE requirements, it will be necessary to supply the following:

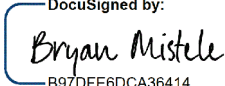
1. A copy of the DBE'S certification from the Small Business Administration (SBA) or the North Central Texas Regional Certification Agency (NCTRCA)

and

2. Attachment D.2 - Affidavit of Intended Entrepreneurship

ATTACHMENT D.1
COMPLIANCE ASSURANCE

The undersigned proposer hereby assures that his/her firm is in compliance with the North Central Texas Council of Governments' Disadvantaged Business Enterprise Program and has a goal of 0 percent of the dollar value of this project for disadvantaged business enterprises.

INRIX, Inc.	12/22/2023
_____ Name of Company	_____ Date
<div><div>DocuSigned by:</div><div></div><div>B97DFE6DCA36414...</div></div> _____ Signature	_____ Director _____ Title

APPENDIX E

SELECTION CRITERIA

- A. If any competitor offering an acceptable work program meets the DBE contract goal, **NCTCOG** shall presume conclusively that all competitors that failed to meet the goals have failed to exert sufficient reasonable efforts and consequently are ineligible to be awarded the Contract.
- B. To demonstrate sufficient reasonable efforts to meet the DBE Contract goal, the competitors shall document the steps it has taken to obtain DBE participation, including but not limited to, the following:
 - 1. Attendance at a prebid conference, if any scheduled by **NCTCOG**, to inform DBEs of contracting opportunities under a given solicitation; and,
 - 2. Advertisement in general circulation media, trade association publication, and minority-focus media for at least 21 days before proposals are due. If 21 days are not available, publication for a shorter reasonable time is acceptable.
 - 3. Written notification to DBEs that their interest in the Contract is solicited; and,
 - 4. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goals; and,
 - 5. Efforts to negotiate with DBEs for specific subbids including at a minimum:
 - a. The names, addresses, and telephone numbers of DBEs that were contacted; and,
 - b. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
 - c. A statement of why additional agreements with DBEs were not reached.
 - 6. Concerning each DBE the competitor contacted but rejected as unqualified, the reasons for the competitor's conclusion; and,
 - 7. Effort made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the competitor or **NCTCOG**.
- C. Competitors that fail to meet DBE goals and fail to demonstrate sufficient reasonable efforts shall not be eligible to be awarded the contract.
- D. To ensure that all obligations under contracts awarded to DBEs are met, **NCTCOG** shall review the **CONSULTANT'S** DBE involvement during the performance of the contract. The **CONSULTANT** shall bring to the attention of **NCTCOG** any situation in which regularly scheduled progress payments are not made to DBE subcontractors.

APPENDIX F

COUNTING DBE PARTICIPATION TOWARDS GOAL

DBE participation shall be counted toward meeting DBE goals as follows:

- A. Once a firm is determined to be an eligible DBE, the total dollar value of the contract awarded to the DBE is counted toward the applicable goals.
- B. The total dollar value of a Contract to a DBE owned and controlled by both minority males and nonminority females is counted toward the goals for minorities and women, respectively, in proportion to the percentage of ownership and control of each group in the business. The total dollar value of a contract with a DBE owned and controlled by minority women is counted toward either the minority goal or the goal for women, but not to both. **NCTCOG** or the **CONSULTANT** employing the firm may choose the goal to which the contract value is applied.
- C. **NCTCOG** or the **CONSULTANT** may count toward its DBE goals a portion of the total dollar value of a Contract with a joint venture eligible under the standards equal to the percentage of the ownership and controls of the DBE partner in the joint venture.
- D. **NCTCOG** or the **CONSULTANT** may count toward its DBE goals only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a Contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, **NCTCOG** or the **CONSULTANT** shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
- E. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to **NCTCOG**. **NCTCOG'S** decision on the rebuttal of this presumption is subject to review by the federal funding agency.
- F. **NCTCOG** or the **CONSULTANT** may count toward its DBE goals expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBEs assume the actual and contractual responsibility for the provision of materials and supplies.
 1. **NCTCOG** or the **CONSULTANT** may count its entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale.)
 2. **NCTCOG** or the **CONSULTANT** may count 20 (20%) percent of its expenditures to DBE suppliers that are not manufacturers, provided that the DBE supplier performs a commercially useful function in the supply process. Exemptions from the 20 percent rule may be requested from DOT's office of Civil Rights.

APPENDIX G

DEBARMENT AND SUSPENSION CERTIFICATION

2 CFR Part 180 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. **NCTCOG** has elected to include the requirements of the 2 CFR Part 180 in all third-party contracts for federal funds. A certification process has been established as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. **NCTCOG** will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. **Failure to furnish a certification or any explanation may disqualify that person from participating in the project.**

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower-tier participant. In general, lower-level employees or procurements of less than \$25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

NCTCOG requires each potential contractor subgrantee, or subrecipient for a third-party contract to complete the certification in Appendix G.2 for itself and its principals.

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, **NCTCOG** may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.

CERTIFICATION INFORMATION

This certification is to be used by contractors pursuant to 2 CFR Part 180 when any of the following occur:

- any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction
- any procurement contract for goods or services when the estimated cost is \$25,000 or more
- any procurement contract for goods or services between the contractor and a person, regardless of the amount, under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services.

A *procurement* transaction is the process of acquiring goods and services.

A *nonprocurement* transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee and grantor.

A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED FUNDING AGENCY REPRESENTATIVES UPON REQUEST.

APPENDIX G.1

**LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION
(Negotiated Contracts)**

Bryan P. Mistele being duly
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

INRIX, INC., nor its
(Name of lower tier participant)

Principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:


Signature of Certifying Official

President & CEO

Title

09/25/2023

Date of Certification

Form 1734
Rev. 10-91
TPFS

APPENDIX H

RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, **NCTCOG** requires its subcontractors of that grant to file a certification, set forth in Appendix H.1 that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with **NCTCOG** a disclosure form, set forth in Appendix H.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

APPENDIX H.1

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

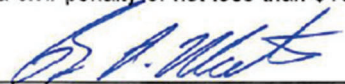
The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

President & CEO

Title

INRIX, INC.

Agency

09/25/2023

Date

TxDOT
1-91
TPFS

APPENDIX H.2**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See instructions for public burden disclosure)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material charge For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: Prime _____ Tier _____ if known Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department Agency:			7. Federal Program Name/Description: CFDA Number if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____		
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____			13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____		
12. Form of payment (check all that apply): a. cash b. in-kind specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation sheet(s) SF-LLL-A attached: Yes _____ No _____					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		

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INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name address city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1.) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employees, or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and the telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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APPENDIX I

REQUIRED STATE CLAUSES

1. If required to make a certification pursuant to Texas Government Code Section 2271.02, the **CONSULTANT** providing goods and services under this Contract confirms that it does not and will not boycott Israel during the term of this Contract.
2. Pursuant to Chapter 2276, Government Code, as enacted by S.B. 13, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who boycott energy companies. By signing this Contract, the **CONSULTANT** verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract.
3. Pursuant to Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who discriminate against firearm and ammunition industries. By signing this Contract, the **CONSULTANT** agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract.

FLOW DOWN PROVISIONS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION

1. Civil Rights Compliance

- a. Compliance with Regulations: The **CONSULTANT** will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- b. Nondiscrimination: The **CONSULTANT**, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **CONSULTANT** will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **CONSULTANT** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the **CONSULTANT** of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.
- d. Information and Reports: The **CONSULTANT** will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Provider is in the exclusive possession of another who fails or refuses to furnish this information, Provider will so certify to **NCTCOG**, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the **CONSULTANT'S** noncompliance with the Nondiscrimination provisions of this contract, **NCTCOG** will impose such contract sanctions as it the State or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to **CONSULTANT** under the contract until the Provider complies and/or
 - ii. cancelling, terminating, or suspending of the contract, in whole or in part.
- f. Incorporation of Provisions: **CONSULTANT** will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. **CONSULTANT** will take such action with respect to any subcontract or procurement as **NCTCOG**, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if **CONSULTANT** becomes involved in, or is

threatened with, litigation with a subcontractor or supplier because of such direction, **CONSULTANT** may request the State to enter into such litigation to protect the interests of the State. In addition, **CONSULTANT** may request the United States to enter into such litigation to protect the interests of the United States.

2. Disadvantaged Business Enterprise Program Requirements

- a. **CONSULTANT** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (USDOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Provider shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts.
- b. Each sub-award or sub-contract must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

3. Federal Funding Accountability and Transparency Act Requirements

- a. As a recipient of funds under this agreement Provider agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- b. Provider agrees that it shall:
 - i. Obtain and provide to **NCTCOG** a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is:
<https://www.sam.gov/portal/public/SAM/>.
- c. Report total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

4. Single Audit Report

- a. **CONSULTANT** shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- b. If threshold expenditures of \$750,000 or more are met during the fiscal year, **CONSULTANT** must submit a Single Audit Report and Management Letter (if applicable) to **NCTCOG**.
- c. If expenditures of less than the threshold during **CONSULTANT'S** fiscal year, **CONSULTANT** must submit a statement to **NCTCOG** as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- d. For each year the project remains open for federal funding expenditures, **CONSULTANT** will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Contract, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

5. Pertinent Non-Discrimination Authorities

During the performance of this Contract **CONSULTANT**, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public

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and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

6. Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By accepting this Contract the **CONSULTANT** certifies they comply with this provision.

APPENDIX J**PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☒ The Consultant hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: _____

Bryan P. Mistele

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

INRIX, INC.

DATE: _____

09/25/2023

-OR-

☐ The Consultant hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

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CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024

DEPARTMENT: PSC

DIRECTOR: Susan Carr, Director of Public Safety Communications

AGENDA ITEM: Resolution approving Amendment No. 3 to the contract with the Texas Commission on State Emergency Communications (CSEC) updating reporting and performance deadlines and contact information.

RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To approve Amendment No. 3 updating reporting and performance deadlines and contact information to the contract with the Texas Commission on State Emergency Communications in a total contract amount not to exceed \$2,121,341.74 from the Coronavirus State and Local Fiscal Recovery Funds ("CSFRF") in the Next Generation 9-1-1 Fund ("NG9-1-1 Fund") for the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs; designating the City Manager as the authorized representative of the City for the purpose of executing Amendment No. 3 consistent with this resolution, acting in connection with the contract, and providing required information; authorizing the City Manager to execute all necessary documents; and providing an effective date. **Adopted Resolution No. 2024-9-9(R)**

PREVIOUS ACTION/PRESENTATION

On September 12, 2022, City Council approved a resolution approving a contract with the Texas Commission on State Emergency Communications (CSEC) in an amount not to exceed \$984,841.74 from the Coronavirus State and Local Fiscal Recovery Funds ("CSFRF") in the Next Generation 9-1-1 Fund ("NG9-1-1 Fund") relating to Next Generation 9-1-1 Service.

On May 8, 2023, City Council approved a resolution approving an amendment to the contract with the Texas Commission on State Emergency Communications (CSEC) increasing the amount of the total contract to an amount not to exceed \$2,121,341.74 from the Coronavirus State and Local Fiscal Recovery Funds ("CSFRF") in the Next Generation 9-1-1 Fund ("NG9-1-1 Fund") relating to Next Generation 9-1-1 Service.

On October 23, 2023, City Council approved Amendment No. 2 updating reporting and performance deadlines.

BACKGROUND

Texas House Bill 2911 was signed by the Governor in June 2021, with an effective date of 9/1/2021 amending Texas Health and Safety Code 771. The amendment creates a Next Generation 9-1-1 (NG9-1-1) service fund designed to assist statewide next generation 9-1-1 service with a target date of September 1, 2025.

In February 2023, CSEC released additional grant funds and accepted supplemental grant applications. The City submitted a supplemental grant request and was approved by the Commission.

The 88th Regular Legislative Session passed HB3290 amending the dates to obligate and spend the CSFRF funds. CSEC amended all contracts to update reporting and performance deadlines due to recent legislative and internal audit recommendations.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Resolution_NG9-1-1_Amendment No. 3	9/16/2024	Agreement

A Resolution of the City of Plano, Texas, approving Amendment No. 3 updating reporting and performance deadlines and contact information to the contract with the Texas Commission on State Emergency Communications in a total contract amount not to exceed \$2,121,341.74 from the Coronavirus State and Local Fiscal Recovery Funds (“CSFRF”) in the Next Generation 9-1-1 Fund (“NG9-1-1 Fund”) for the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs; designating the City Manager as the authorized representative of the City for the purpose of executing Amendment No. 3 consistent with this resolution, acting in connection with the contract, and providing required information; authorizing the City Manager to execute all necessary documents; and providing an effective date.

WHEREAS, in November 2021, the Texas Legislature passed Senate Bill 8 (3rd Special Session) (“SB 8”), and Section 30 of SB 8 appropriates \$150 million Coronavirus State and Local Fiscal Recovery Funds (“CSFRF”) to the Next Generation 9-1-1 Fund (“NG9-1-1 Fund”) for the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs; and

WHEREAS, the City of Plano (“City”) is eligible to receive appropriated funds from the Texas Commission on State Emergency Communications from CSFRF in the NG9-1-1 Fund for the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs; and

WHEREAS, on September 12, 2022, City Council approved accepting funds in an amount not to exceed \$984,841.74 for the deployment and reliable operation of Next Generation 9-1-1 Service; and

WHEREAS, the City and the Texas Commission on State Emergency Communications made and entered into a contract for the deployment and reliable operation of Next Generation 9-1-1 Service effective September 21, 2022; and

WHEREAS, on May 8, 2023, City Council approved Amendment No. 1 accepting additional funds in an amount not to exceed \$1,136,500.00 for the deployment and reliable operation of Next Generation 9-1-1 Service; and

WHEREAS, on October 23, 2023, City Council approved Amendment No. 2 updating reporting and performance deadlines; and

WHEREAS, the Texas Commission on State Emergency Communications notified the City of Amendment No. 3 updating reporting and performance deadlines and contact information; and

WHEREAS, it is in the public interest of the citizens of the City of Plano that the City enter into Amendment No. 3 to the contract with the Texas Commission on State Emergency Communications.

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 Amendment No. 3 updating reporting and performance deadlines and contact information to the contract with the Texas Commission on State Emergency Communications in a total contract amount not to exceed \$2,121,341.74 for the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs; and the City Manager or his designee is hereby authorized to act in connection with the contract, and provide information as may be required.

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

SECTION III. The City Manager or his authorized designee is authorized to execute all necessary documents, including subrecipient agreements and any additional contracts, including amendments, to accept funds from the Texas Commission on State Emergency Communications for the deployment and reliable operation of Next Generation 9-1-1 Service.

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

PASSED AND APPROVED on the 23rd day of September, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024
DEPARTMENT: Environmental Health And Sustainability
DIRECTOR: Rachel Patterson, Director of Environmental Health & Sustainability
AGENDA ITEM: Adoption of Resolution for re-appointment of Health Authority
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To approve the re-appointment of the Health Authority for the City of Plano, Dr. Mark A. Gamber, D.O., through Questcare Medical Services, PLLC, in accordance with Section 121.033 of the Texas Health and Safety Code; and providing an effective date. **Adopted Resolution No. 2024-9-10(R)**

PREVIOUS ACTION/PRESENTATION

Health Authority appointments are reviewed every two years, with the last Council approval on September 20, 2022.

BACKGROUND

State law requires a director of a local health department who is not a physician to appoint a physician as the Health Authority in the local health department's jurisdiction. Services may include, but are not limited to, establishing quarantine orders and advising/assisting with infectious disease control. The Health Authority may also advise on other matters pertaining to public health emergencies.

We are requesting the re-appointment of Dr. Mark A. Gamber, D.O., through QuestCare Medical Services, PLLC, as the Health Authority for the City of Plano.

The estimated value of the contract is up to \$24,000 (see financial summary) and the term of the agreement is two years with a remaining four optional two-year renewals upon approval by the City Council of each renewal term.

If not approved, the city would be in violation of state law and lose status as a local health department.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for the agreement between the City of Plano and QuestCare Medical Services will be available in the FY 2024-25 Environmental Health Budget. The estimated annual amount to be spent in FY 2024-25 is up to \$12,000 and FY 2025-26 is up to \$12,000, for a total of payments up to \$24,000. All future year expenditures will occur within council approved appropriations.

Approval of this agenda item supports the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Health Authority Resolution 2024	9/17/2024	Resolution

A Resolution of the City of Plano, Texas, approving the re-appointment of the Health Authority for the City of Plano, Dr. Mark A. Gamber, D.O., through Questcare Medical Services, PLLC, in accordance with Section 121.033 of the Texas Health and Safety Code; and providing an effective date.

WHEREAS, state law requires a director of a local health department who is not a physician to appoint a physician as the Health Authority in the local health department's jurisdiction, subject to the approval of the City Council; and

WHEREAS, the director of the City of Plano Health Department has appointed Dr. Mark A. Gamber, D.O., through Questcare Medical Services, PLLC, to serve as the Health Authority for the City of Plano; and

WHEREAS, Dr. Mark A. Gamber, D.O. meets the requirements of Section 121.022, Health and Safety Code, to serve as the Health Authority for the City; and

WHEREAS, the City Council approved an Agreement between the City of Plano and Questcare Medical Services, PLLC for Professional Services, by Resolution No. 2020-9-10(R) (hereinafter called "Agreement") and a First Modification by Resolution No. 2022-9-13(R) (hereinafter called "First Modification Agreement"); and

WHEREAS, the City Council is of the opinion that it is appropriate and in the best interest of the public to approve the re-appointment of Dr. Mark A. Gamber, D.O., through Questcare Medical Services, PLLC, as the City of Plano Health Authority, and that the City Manager or his designee shall be authorized to execute all necessary documents on behalf of the City of Plano.

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

Section I. The City Council of the City of Plano hereby approves the re-appointment of Dr. Mark A. Gamber, D.O., through Questcare Medical Services, PLLC as the Health Authority for the City of Plano pursuant to Section 121.033 of the Health and Safety Code.

Section II. This re-appointment shall be for a term of two years pursuant to Section 121.023 of the Health and Safety Code.

Section III. The City Manager, or his authorized designee, is hereby authorized to execute all necessary documents on behalf of the City of Plano.

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

PASSED AND APPROVED on the 23rd day of September, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2023-9-9; establishing the classifications for the civil service members of the Plano Fire Department for fiscal year 2024-25 with the effective date of October 1, 2024; establishing the number of positions and effective date for such positions for each classification; establishing the Compensation Plan for the civil service members of the Plano Fire Department with the effective date of December 30, 2024; establishing Certification and Assignment Pay Plans for the civil service members of the Plano Fire Department for fiscal year 2024-25 with the effective date of October 1, 2024; and providing a repealer clause, a severability clause and an effective date.

WHEREAS, on September 11, 2023, by Ordinance No. 2023-9-9, the City Council of the City of Plano, Texas, adopted and approved the Civil Service Compensation Plan, including the number of positions, classifications, salaries, and certification and assignment pay for the sworn personnel positions within the Fire Department of the City of Plano; and

WHEREAS, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the number of positions, classifications, and Compensation Plan for the sworn personnel of the Fire Department of the City of Plano, Texas, as set forth in attached Exhibit "A," effective as of the dates reflected therein; and

WHEREAS, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the Fire Department's Certification and Assignment Pay Plans, as set forth in attached Exhibit "B," effective October 1, 2024; and

WHEREAS, the adoption of the number of positions, classifications, Compensation Plan, and Certification and Assignment Pay Plans as set forth in this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in pay due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

Section I. Ordinance No. 2023-9-9 duly passed and approved by the City Council of the City of Plano, Texas, on September 11, 2023, is repealed in its entirety effective October 1, 2024.

Section II. The number of positions, classifications, and Compensation Plan for the sworn personnel of the City of Plano Fire Department for fiscal year 2024-25, attached hereto as Exhibit "A", is hereby approved and adopted, effective as of the dates reflected therein.

Section III. The Certification and Assignment Pay Plans for sworn members of the City of Plano Fire Department, as set forth in Exhibit "B," are hereby approved and adopted, with the effective date of October 1, 2024.

Section IV. Any and all advancements from one service plateau to the next, within the compensation structure set out in Exhibit "A," are hereby approved and adopted, and shall thereafter be permitted to start on the first payroll period following completion of the required number of continuous service months.

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

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

Section VII. Upon passage, this Ordinance shall become effective October 1, 2024.

PASSED AND APPROVED on the 23rd day of September, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO
2024 - 2025 CIVIL SERVICE COMPENSATION PLAN
Effective 10/1/2024*
FIRE

RANGE	POSITION	Effective Date - # Positions	STEP:	BASE 1	6 MOS. 2	12 MOS. 3	24 MOS. 4
001	Firefighter	10/1/2024 - 248	Annual: Monthly: Shift Hourly: 40-hour Hourly:	\$80,862 \$6,738 \$27.7685 \$38.8759		\$90,466 \$7,539 \$31.0665 \$43.4931	\$105,898 \$8,825 \$36.3660 \$50.9124
002	Fire Engineer	10/1/2024 - 64	Annual: Monthly: Shift Hourly: 40-hour Hourly:	\$113,056 \$9,421 \$38.8241 \$54.3537			
003	Lieutenant	10/1/2024 - 32	Annual: Monthly: Shift Hourly: 40-hour Hourly:	\$124,328 \$10,361 \$42.6950 \$59.7730			
004	Captain	10/1/2024 - 51	Annual: Monthly: Shift Hourly: 40-hour Hourly:	\$137,903 \$11,492 \$47.3567 \$66.2994			
005	Battalion Chief	10/1/2024 - 8	Annual: Monthly: Shift Hourly: 40-hour Hourly:	\$157,542 \$13,128 \$54.1009 \$75.7413			
006	Deputy Fire Chief	10/1/2024 - 7	Annual: Monthly: Shift Hourly: 40-hour Hourly:	\$174,306 \$14,525 \$59.8578 \$83.8009			
007	Appointed Assistant Fire Chief	10/1/2024 - 2	Annual: Monthly: 40-hour Hourly:	\$192,137 \$16,011 \$92.3735			

The base pay is the same for all personnel within a classification; however the hourly pay rates vary based on whether the individual is assigned to a 40 hour per week staff position or a 56 hour per week shift position. The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours worked which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.

*Pay rates reflected herein will commence with the pay period beginning December 30, 2024.

EXHIBIT A



CITY OF PLANO
2024 - 2025 CIVIL SERVICE
ASSIGNMENT & CERTIFICATION PAY
Effective 10/1/2024
FIRE

Certification Pay	Per Month	Per Pay Period
Intermediate	\$60.00	\$27.69
Advanced	\$80.00	\$36.92
Master	\$120.00	\$55.38
^Paramedic	\$400.00	\$184.61

Assignment Pay	Per Shift	Per Hour
Ambulance	\$50.00	\$2.083
Squad	\$50.00	\$2.083
Paramedic Trainer	\$45.00	\$1.875

Assignment Pay	Per Month	Per Pay Period
Special Operations	\$100.00	\$46.16

EXHIBIT B

An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2023-9-10; establishing the classifications for the civil service members of the Plano Police Department for fiscal year 2024-25 with the effective date of October 1, 2024; establishing the number of positions and effective date for such positions for each classification; establishing the Compensation Plan for the civil service members of the Plano Police Department with the effective date of December 30, 2024; establishing Certification and Assignment Pay Plans for the civil service members of the Plano Police Department for fiscal year 2024-25 with the effective date of October 1, 2024; and providing a repealer clause, a severability clause and an effective date.

WHEREAS, on September 11, 2023, by Ordinance No. 2023-9-10, the City Council of the City of Plano, Texas, adopted and approved the Civil Service Compensation Plan, including the number of positions, classifications, salaries, and certification and assignment pay for the sworn personnel positions within the Police Department of the City of Plano; and

WHEREAS, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the number of positions, classifications, and Compensation Plan for the sworn personnel of the Police Department of the City of Plano, Texas, as set forth in attached Exhibit “A,” effective as of the dates reflected therein; and

WHEREAS, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the Police Department’s Certification and Assignment Pay Plans, as set forth in attached Exhibit “B,” effective October 1, 2024; and

WHEREAS, the adoption of the number of positions, classifications, Compensation Plan, and Certification and Assignment Pay Plans as set forth in this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in pay due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

Section I. Ordinance No. 2023-9-10 duly passed and approved by the City Council of the City of Plano, Texas, on September 11, 2023, is repealed in its entirety effective October 1, 2024.

Section II. The number of positions, classifications, and Compensation Plan for the sworn personnel of the City of Plano Police Department for fiscal year 2024-25, attached hereto as Exhibit “A,” is hereby approved and adopted, effective as of the dates reflected therein.

Section III. The Certification and Assignment Pay Plans for sworn members of the City of Plano Police Department, as set forth in Exhibit “B,” are hereby approved and adopted, with the effective date of October 1, 2024.

Section IV. Any and all advancements from one service plateau to the next, within the compensation structure set out in Exhibit “A,” are hereby approved and adopted, and shall thereafter be permitted at the start of the first payroll period following completion of the required number of continuous service months.

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

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

Section VII. Upon passage, this Ordinance shall become effective October 1, 2024.

PASSED AND APPROVED on the 23rd day of September, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO
2024 - 2025 CIVIL SERVICE COMPENSATION PLAN
Effective 10/1/2024*
POLICE

RANGE	POLICE	Effective Date - # Positions		BASE 1	6 Mos. 2	12 Mos. 3	18 Mos. 4	24 Mos. 5	30 Mos. 6	36 Mos. 7	60 Mos. 8	120 Mos. 9	180 Mos. 10	240 Mos. 11
001	Police Officer	10/1/2024 - 365 (*includes 11 over hires)	Annual:	\$86,922	\$89,530	\$92,216	\$95,904	\$98,781	\$102,239	\$107,351	\$109,351	\$109,851	\$110,351	\$111,254
			Monthly:	\$7,244	\$7,461	\$7,685	\$7,992	\$8,232	\$8,520	\$8,946	\$9,113	\$9,154	\$9,196	\$9,271
			Hourly:	\$41.7895	\$43.0432	\$44.3345	\$46.1079	\$47.4911	\$49.1533	\$51.6110	\$52.5725	\$52.8129	\$53.0533	\$53.4875
002	Sergeant	10/1/2024 - 40	Annual:	\$118,522		\$129,502								
			Monthly:	\$9,877		\$10,792								
			Hourly:	\$56.9815		\$62.2606								
003	Lieutenant	10/1/2024 - 16	Annual:	\$134,708		\$146,458								
			Monthly:	\$11,226		\$12,205								
			Hourly:	\$64.7637		\$70.4123								
004	Deputy Police Chief	10/1/2024 - 4	Annual:	\$152,144		\$164,544								
			Monthly:	\$12,679		\$13,712								
			Hourly:	\$73.1461		\$79.1075								
005	Assistant Police Chief	10/1/2024 - 2	Annual:	\$186,424		\$205,066								
			Monthly:	\$15,535		\$17,089								
			Hourly:	\$89.6268		\$98.5895								
01A	Recruit		Annual:	\$83,841										
			Monthly:	\$6,987										
			Hourly:	\$40.3082										

The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours worked which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.

*Pay rates reflected herein will commence with the pay period beginning December 30, 2024.

EXHIBIT A



**CITY OF PLANO
2024 - 2025 CIVIL SERVICE
ASSIGNMENT & CERTIFICATION PAY
Effective 10/1/2024
POLICE**

Certification Pay	Per Month	Per Pay Period
Intermediate	\$60.00	\$27.69
Advanced	\$80.00	\$36.92
Master	\$120.00	\$55.38

Assignment Pay	Per Shift
Field Training Officer (FTO)	\$30.00
Field Training Officer (FT1)	\$37.50
Field Training Officer (FT2)	\$45.00

EXHIBIT B

CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024
DEPARTMENT: Budget
DIRECTOR: Karen Rhodes-Whitley, Director of Budget and Research
AGENDA ITEM: Ordinance Amending Water & Sewer Rates for FY 2024-25.
RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To amend Ordinance No. 2023-9-19 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to increase the fee schedules for water and sewer services effective October 1, 2024, adding a fee schedule for fire hydrant uses inadvertently deleted in a prior ordinance amendment, and providing a repealer clause, a severability clause, a savings clause, and an effective date. **Adopted Ordinance No. 2024-9-12**

PREVIOUS ACTION/PRESENTATION

The Water & Sewer rate increase was presented to City Council by NewGen Strategies & Solutions on Thursday, August 15, 2024 during the Budget Work Session.

BACKGROUND

Effective Tuesday, October 1, 2024, utility rates for the City of Plano's residential water and sewer services will increase. Customers are currently charged a minimum rate of \$28.89 (1,000 gallons included) and this rate will not change. The 1,001-5,000 gallons tier rate is currently charged less than what the City pays for wholesale water from the North Texas Municipal Water District. The City's rate strategy includes gradual increases over the next three years so this first billed tier rate will cover the cost of wholesale water. Higher volumetric water rates are increasing by 7.5%. Furthermore, Sewer charges are also increasing by 7.5%. Your sewer bill is calculated based on your winter (December through March) water usage. This is known as your Winter Quarter Average, and resets each year.

These changes are necessary for Plano to continue our high-quality services at the best value possible despite growing costs. Wholesale water and wastewater treatment, which are over two-thirds of our total water and wastewater expense annually, are increasing. The City also needs to fund over \$240 million for our own Capital Improvement Projects.

FINANCIAL SUMMARY/STRATEGIC GOALS

Approval of this item will increase Water & Sewer Revenues by an estimated \$20,169,206 for FY 2024-25 compared to the FY 2023-24 re-estimate. The water & sewer rate increase is included in the FY 2024-25 Water & Sewer Budget.

Approval of this agenda item supports the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Water & Sewer Rate Increase Ordinance	9/16/2024	Ordinance

An Ordinance of the City of Plano, Texas, amending Ordinance No. 2023-9-19 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to increase the fee schedules for water and sewer services effective October 1, 2024, adding a fee schedule for fire hydrant uses inadvertently deleted in a prior ordinance amendment, and providing a repealer clause, a severability clause, a savings clause, and an effective date.

WHEREAS, on September 26, 2023, the City Council of the City of Plano enacted Ordinance No. 2023-9-19 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to amend the fee schedules for water and sewer services provided in the City; and

WHEREAS, Staff recommends amending the above-referenced fee schedules as costs for water and sewer services have increased; and

WHEREAS, Staff also recommends adding a fee schedule for fire hydrant uses that was inadvertently deleted from the Code of Ordinances in a prior amendment; and

WHEREAS, upon consideration of the presentation and the recommendations contained therein, the City Council is of the opinion that the water and sewer rates for both residential and non-residential customers should be increased by variable rates depending on volumetric usage; and

WHEREAS, the City Council further finds and determines that the fee increases are necessary and in the best interest of the City and its citizens.

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

Section I. Section 21-135, Sewer Charges-Residential, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:

“Sec. 21-135. Sewer charges - Residential.

Rates effective October 1, 2024

Monthly sewer charges for the residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the metered water amounts and shall be as follows:

- (1) Monthly sewer charges for residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the **winter quarter average calculations.**

- a. Winter quarter averaging is a method for determining residential sewer use based on winter quarter averages from up to 3 consecutive winter periods. The winter average for each year is calculated based on the water consumption during a minimum of 3 billed winter months or the 3 lowest of the 4 billed winter months (December, January, February, and March).
 - b. To determine the 3 year average, the calculated averages for each year will be combined and divided by 3.
 - c. Residential customers whose water account has been established for less than 3 winter periods will be assessed based on the period of average for 1 or 2 years.
 - d. Residential customers, whose water account has not been established for at least 3 billed months of the current winter period, will be charged based upon the average three-year residential winter quarter average citywide until an accurate winter average is available.
- (2) **All residential.** (Includes but is not limited to single family homes, individually metered multi-family units, patio homes, town homes and all other separately metered residential dwellings).
- a. Minimum charge.
 - 1. All meter sizes..... \$20.10
 - b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill).
 - 2. All over 1,000 gallons (per 1,000 gallons) \$7.95
 - c. There will be no sewer charges for water consumed through separately metered landscape irrigation systems.”

Section II. Section 21-136, Sewer Charges-Non-Residential, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:

“Sec. 21-136. Sewer charges-Non-residential.

Rates effective October 1, 2024

Monthly sewer charges for non-residential connections to the sewer collection system shall be based upon the size of the water meter and the metered water amounts and shall be as follows:

- (1) **All non-residential.** (Includes but is not limited to commercial, schools, churches, homeowners associations, mobile home park, industrial, apartment complexes, cooling towers and any other non-residential use).

- a. Minimum charge
 1. Up to 3/4 inch \$20.10
 2. 1 inch 39.10
 3. 1 1/2 inch 70.80
 4. 2 inch 108.90
 5. 3 inch 210.30
 6. 4 inch 324.30
 7. 6 inch 641.30
 8. 8 inch 954.30
 9. 10 inch 1,465.40
- b. Consumption charges
 1. First 1,000 gallons included in meter charge (minimum bill).
 2. All over 1,000 gallons (per 1,000 gallons) \$7.95
- c. Maximum charge (cap) effective for commercial swimming pools is 12,000 gallons.
- d. There will be no sewer charges for water consumed through separately metered landscape irrigation systems.”

Section III. Section 21-147, Water Charges, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:

“Sec. 21-147. Water charges.

Rates effective October 1, 2024

- (1) All **residential**. (Includes but is not limited to single family homes, and separately metered multi-family units, patio homes, town homes, condominiums and all other residential dwellings.)

- a. Minimum charge.
 1. Up to 3/4 inch..... \$28.89
 2. 1 inch..... 28.89
 3. 1 1/2 inch..... 137.50
 4. 2 inch..... 217.00
- b. Consumption charges.
 1. First 1,000 gallons included in meter charge (minimum bill).
 2. 1,001 – 5,000 gallons (per 1,000 gallons)..... \$2.20
 3. 5,001 – 20,000 gallons (per 1,000 gallons)..... 4.70
 4. 20,001 – 40,000 gallons (per 1,000 gallons)..... 9.40
 5. All over 40,000 gallons (per 1,000 gallons)..... 11.30

(2) All **non-residential**. (Includes, but is not limited to commercial, schools, churches, homeowners associations, mobile home parks, industrial, apartment complexes, cooling towers and any other non-residential use.)

a. Minimum charge.

1. Up to 3/4 inch.....	\$31.10
2. 1 inch.....	70.20
3. 1 1/2 inch.....	137.50
4. 2 inch.....	217.00
5. 3 inch.....	428.90
6. 4 inch.....	667.50
7. 6 inch.....	1,330.10
8. 8 inch.....	2,125.20
9. 10 inch.....	3,053.00

b. Consumption charges.

1. First 1,000 gallons included in meter charge (minimum bill).
2. All over 1,001 gallons (per 1,000 gallons)..... \$4.70

(3) **Separately metered irrigation use.**

a. Minimum charge.

1. Up to 3/4 inch.....	\$31.10
2a. 1 inch (Residential).....	31.10
2b. 1 inch (Commercial).....	70.20
3. 1 1/2 inch.....	137.50
4. 2 inch.....	217.00
5. 3 inch.....	428.90
6. 4 inch.....	667.50
7. 6 inch.....	1,330.10
8. 8 inch.....	2,125.20
9. 10 inch.....	3,053.00

b. Consumption charges.

1. First 1,000 gallons included in meter charge (minimum bill).
2. 1,001- 20,000 gallons (per 1,000 gallons)..... \$4.70
3. All over 20,000 gallons (per 1,000 gallons)..... \$9.40

(4) **Fire Hydrant use:**

- a. Minimum charge (2-inch meter) \$95.20

b. Consumption charges

1. First 1,000 gallons included in meter charge (minimum bill)
2. All over 1,000 gallons (per 1,000 gallons) \$2.45
3. Delinquent charge..... \$337.75”

Section IV. Any provision of any Ordinance of the City of Plano, codified or uncoded, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the ordinances of the City of Plano, codified or uncoded, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

Section 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 Ordinances at the time of passage of this Ordinance.

Section VII. This Ordinance shall become effective October 1, 2024.

PASSED AND APPROVED on the 23rd day of September 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024

DEPARTMENT: Budget

DIRECTOR: Karen Rhodes-Whitley, Director of Budget and Research

Increase of the residential rate for Environmental Waste Services from \$23.60 to \$24.60 for 95 gallon cart service and from \$16.89 to \$17.61 for 68 gallon cart service.

AGENDA ITEM: The rate for an additional 95 gallon cart will increase from \$19.66 to \$20.50.

Furthermore, the Non-Franchisee commercial rate will increase from \$30.45 to \$31.45.

RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To amend Ordinance No. 2023-9-20 codified as Section 18-32 of Article II, Collection Charges, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas, to increase the collection and disposal rates of: (1) 68 gallon and 95 gallon single-family and duplex containers and (2) 95 gallon containers for non-franchisee commercial customers, and the removal of the delivery fee for compost and compost-related products; and providing a repealer clause, a severability clause, a savings clause, and an effective date. **Adopted Ordinance No. 2024-9-13**

PREVIOUS ACTION/PRESENTATION

The Environmental Waste Services rate increase was presented to City Council on Thursday, August 15, 2024 during the Budget Work Session.

BACKGROUND

On the evening of Monday, September 23, 2024, the City Council is scheduled to adopt a rate increase for Environmental Waste Services, effective October 1, 2024. Increases to the overall cost of service is the direct result of the rate increase and will provide an additional \$1.3 million.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item will add additional revenue to the Sustainability & Environmental Services FY 2024-25 and future years budgets with the projected revenue of \$1,323,957. These revenue increases are included in the FY 2024-25 Adopted Budget.

Approval of this agenda item supports the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
EWS Rate Increase Ordinance	9/16/2024	Ordinance

An Ordinance of the City of Plano, Texas, amending Ordinance No. 2023-9-20 codified as Section 18-32 of Article II, Collection Charges, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas, to increase the collection and disposal rates of: (1) 68 gallon and 95 gallon single-family and duplex containers and (2) 95 gallon containers for non-franchisee commercial customers, and the removal of the delivery fee for compost and compost-related products; and providing a repealer clause, a severability clause, a savings clause, and an effective date.

WHEREAS, on September 26, 2023, the City Council of the City of Plano enacted Ordinance No. 2023-9-20 codified as Section 18-32 of Article II, Collection Charges, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas, establishing a schedule of rates and charges for the collection and disposal of solid waste from residential and commercial customers within and outside the City; and

WHEREAS, the schedule of rates and charges for solid waste collection and disposal must be reviewed and adjusted periodically to address increased operational costs; and

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

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

Section I. Ordinance No. 2023-9-20 passed and approved by the City Council of the City of Plano, Texas, on September 26, 2023, and codified as Section 18-32 of Article II, Collection Charges, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas, is hereby amended to read as follows:

"Sec. 18-32. Collection within city limits.

(a) *Rates for collection and disposal.* The following schedule of rates for the collection and disposal of solid waste, landscape waste, bulky waste, household hazardous waste collection and the collection and processing of recyclable materials for residential and non-franchisee commercial customers is hereby adopted:

- (1) Residential rates. To provide an economic incentive for recycling, the City of Plano has implemented a variable rate system that charges residential and non-franchisee commercial customers based on the size of their residential solid waste container, as follows:

- a. Single-family residence utilizing a 95-gallon residential solid waste container: \$24.60 per month
 - b. Single family residence utilizing a 68-gallon residential solid waste container: \$17.61 per month
 - c. Duplex, per unit: \$24.60 per month
- (2) Non-Franchisee commercial rate per month \$31.45
- (3) Non-Franchisee commercial customers generating no more solid waste than can be contained in one City provided ninety-five (95) gallon residential solid waste container per week may receive collection from the Environmental Waste Services Division. This service may also be available to those non-franchisee commercial customers whose physical location prohibits the use of two cubic yard or larger containers.
- (4) Downtown Non-Franchisee Commercial Customers. Special collection services are provided to downtown non-franchisee commercial customers in the following categories: small generator, medium generator, and large generator. The rates and charges associated with these services are determined by the Environmental Waste Services Division.
- (5) All other commercial customers, regardless of the amount generated, shall be serviced only by the City's authorized commercial contractor. Mobile homes and trailer parks shall also be serviced by the City's authorized commercial contractor, either by container or through the collection of disposable containers.
- (6) Residential and non-franchisee commercial customers requesting additional bulky waste collections, over and above the one bulky waste collection per month, shall be charged a minimum of twenty dollars (\$20.00) per collection or ten dollars (\$10.00) per cubic yard, whichever is greater. Volume of the bulky waste collection will be based on the dimensions of the pile as estimated by the Director or their designee.
- (7) If a residential or non-franchisee commercial account serviced by the City shall continually generate more solid waste than can be placed in one 95-gallon residential container on a weekly basis, an additional container shall be obtained from the City. That residential or non-franchisee commercial account will be charged an additional twenty dollars and fifty cents (\$20.50) per month for each additional container plus a fifteen-dollar (\$15.00) delivery fee for each additional 95-gallon containers.

- (8) If any residential container is lost or damaged beyond repair as a result of the occupant's neglect or misuse, the Director of Public Works or his/her designee will determine the replacement fee based on the current cost of a replacement container from the vendor. A fifteen-dollar (\$15.00) delivery fee will also be charged.
- (9) The type of solid waste collection service for new customers shall be determined by the Director of Public Works or his/her designee, in accordance with the requirements of this section.
- (10) Upon approval from the Director of Public Works or his/her designee and in accordance with the guidelines for providing service to undeveloped areas, the City shall provide solid waste collection service to property within the City that has not previously received such services. Once a previously un-served area within the City is approved for service, all residential customers in such area shall receive collection services by the Environmental Waste Services Division and shall pay solid waste collection and disposal rates in accordance with this section.
- (11) *Reserved.*
- (12) *Reserved.*
- (13) *Reserved.*

(b) *Continuous Service.* In accordance with this Section, all property located within the corporate city limits of the City of Plano with an active utility account shall be required to pay the monthly solid waste collection and disposal rate as set out herein.

(c) *Pro rata billing.* Customers who request to commence, transfer, or terminate any residential or commercial account for utility service within a billing cycle shall be billed based on a pro rata basis. The calculation method consists of taking the applicable service charge, dividing by a standard 30-day service period and then multiplying by the number of days service was provided for the billing cycle.”

Section II. The rates in Section 18-32 established pursuant to this Ordinance shall be effective for all billings incurred on and after October 1, 2024.

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

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

Section 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 by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this ordinance.

Section VI. This Ordinance shall become effective October 1, 2024.

PASSED AND APPROVED on the 23rd day of September 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024
DEPARTMENT: Zoning
DIRECTOR: Christina Day, Director of Planning
AGENDA ITEM: Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-002.
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-002 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 8.6 acres of land located on the south side of 14th Street, 330 feet east of U.S. Highway 75, in the City of Plano, Collin County, Texas, from Corridor Commercial and Planned Development-123-Downtown Business/Government to Planned Development-123-Downtown Business/Government; 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. Petitioners: Regency Property Investors, LP, Michael & Pamela Walker, Plano Family 001, LP, and Texas State Affordable Housing Corporation **Conducted and adopted Ordinance No. 2024-9-15 as amended.**

BACKGROUND

The Planning & Zoning Commission recommended approval of this zoning case with a vote of 6-2 per their Final Report in the attached Supporting Documents.

FINANCIAL SUMMARY/STRATEGIC GOALS

Approval of this agenda item will support the City's Critical Success Factor of Residential and Commercial Economic Vitality. For detailed comments on the comprehensive plan related to this item, please see the Staff Preliminary Report in the attached Supporting Documents.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	9/17/2024	Ordinance
Supporting Documents	9/17/2024	Informational

Zoning Case 2024-002

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 8.6 acres of land out of the J. Klepper Survey, Abstract No. 213, located on the south side of 14th Street, 330 feet east of U.S. Highway 75, in the City of Plano, Collin County, Texas, from Corridor Commercial and Planned Development-123-Downtown Business/Government to Planned Development-123-Downtown Business/Government; 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 23rd day of September 2024, for the purpose of considering rezoning 8.6 acres of land out of the J. Klepper Survey, Abstract No. 213, located on the south side of 14th Street, 330 feet east of U.S. Highway 75, in the City of Plano, Collin County, Texas, from Corridor Commercial and Planned Development-123-Downtown Business/Government to Planned Development-123-Downtown Business/Government; and

WHEREAS, the City Secretary of 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 23rd day of September 2024; and

WHEREAS, the City Council is of the opinion and finds that such rezoning, as amended by the stipulations agreed upon during the public hearing, 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; and

WHEREAS, the City Council authorized this Ordinance to be executed without further consideration, consistent with the stipulated restrictions presented at the hearing.

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

Section I. The Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 8.6 acres of land out of the J. Klepper Survey, Abstract No. 213, located on the south side of 14th Street, 330 feet east of U.S. Highway 75, in the City of Plano, Collin County, Texas, from Corridor Commercial and Planned Development-123-Downtown Business/Government to Planned Development-123-Downtown Business/Government, 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 stipulations:

The permitted uses and standards will be in accordance with the Downtown Business/Government (BG) zoning district unless otherwise specified herein:

General Provisions of the Planned Development

1. Three and four-story multifamily uses shall be exempt from the minimum 200-foot setback requirement from single-family and 2-family residential zoning districts.
2. Multifamily uses shall be exempt from Section 15.800 (Multifamily Residence).
3. Multifamily uses shall be set back a minimum of 400 feet from the centerline of U.S. Highway 75. Residential structures within 750 feet of the centerline of U.S. Highway 75 shall be screened by a minimum 10-foot-wide landscape buffer with evergreen shrubs used to create at least an 8-foot-tall solid screen within two years of their installation, placed between any building and the western property line.
4. A minimum 15-foot setback is required from Plano Original Donation, Block 28, Lot 5I where structures are adjacent. A landscape buffer and a 6-foot-tall solid fence shall be maintained within the setback.
5. Maximum number of units: 330
6. Provisions for Patriot Park, Block A, Lot 2R:
 - a. Noise Mitigation Measures – The following standards must be used during initial construction and must be added as notes to the site plan. The Building Official or designee may substitute equivalent or superior construction methods upon replacement or reconstruction, consistent with building code requirements.
 - i. Construction documents sealed by an architect must be provided as part of the building construction plan set that details mitigation of the interior noise at each unit to a maximum level of 45 dBA.
 - ii. The engineer of record will be responsible for testing the interior noise and providing a noise study for all units to the Building Inspections Department prior to the final building inspection.

- iii. No balconies will be allowed along the western exterior of the building directly facing U.S. Highway 75.
 - iv. A masonry or metal wall of solid construction at least six feet in height shall be provided for noise mitigation for any usable open space areas, which may include pools.
- b. Pollution Mitigation Measures – The following standards must be used during initial construction and must be added as notes to the site plan. The Building Official or designee may substitute equivalent or superior construction methods upon replacement or reconstruction, consistent with building code requirements.
- i. Mechanical ventilation for multifamily residence buildings must exceed the building code as follows:
 - 1. All ventilation units must be outdoor-air sourced.
 - 2. Units must be installed on the roof of the building with air intakes ducted to the easternmost elevation of the building.
 - ii. Air Filtration:
 - 1. Each outdoor-air-sourced mechanical ventilation unit must contain a filter box on the intake side or filter housing as part of the assembly.
 - 2. These filter boxes must contain a filter (or combination of filters in “series”) capable of filtering outdoor airborne particulates to the MERV 8 standard or greater, based on the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) ratings.
 - 3. Property management shall post notice of the air filtration manufacturer’s recommended replacement specifications and a log of recent filter changes in a location accessible to residents.

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.

PASSED AND APPROVED on the 23rd day of September, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2024-002

BEING all of Lot 1 and Lot 2, Block A, Patriot Park, an addition in the City of Plano, Collin County, Texas, according to the plat recorded volume 2021, page 134, Plat Records, Collin County, Texas, together with all of Lot 5R, Block 28, Original Donation Block 28, an addition in the City of Plano, Texas, according to the plat recorded in cabinet P, slide 738, of said Plat Records, together with a tract of land described by deed to Texas State Affordable Housing Corporation as recorded under Document Number 20120604000659050, Official Public Records, Collin County, Texas, and together with part of 13th Street, 14th Street, F Avenue and Avenue G right-of-way, the subject tract being more particularly described as follows:

BEGINNING at a point in the center of 13th/14th Street, from which an "X" cut found at the southwest corner of said Lot 2 bears NORTH 01 degree 10 minutes 31 seconds WEST, 27.74 feet;

THENCE North 01 degree 10 minutes 31 seconds WEST, passing said southwest corner, continuing with the west line of said Lot 2, a distance of 265.20 feet;

THENCE with the perimeter and to the corners of said Lot 2, the following calls:

1. SOUTH 86 degrees 59 minutes 51 seconds WEST, a distance of 262.37 feet to a Mag nail found at the beginning of a non-tangent curve to the left, having a radius of 6613.74 feet, a central angle of 00 degrees 15 minutes 52 seconds WEST, and a chord bearing and distance of NORTH 13 degrees 47 minutes 14 seconds WEST, 30.53 feet;
2. Along the arc of said curve, an arc distance of 30.53 feet to a 1" rebar found;
3. NORTH 86 degrees 59 minutes 51 seconds EAST, a distance of 268.70 feet;
4. NORTH 01 degree 10 minutes 34 seconds WEST, a distance of 290.79 feet to a point in the center of 14th Street;

THENCE within said 14th Street, SOUTH 88 degrees 33 minutes 02 seconds EAST, a distance of 142.31 feet;

THENCE within said 14th Street, NORTH 89 degrees 56 minutes 40 seconds EAST, a distance of 584.16 feet to the intersection of 14th Street with Avenue G;

THENCE within said Avenue G, South 00 degrees 03 minutes 38 seconds East, a distance of 293.97 feet to the intersection of Avenue G and 13th/14th Street Connector, said point being the beginning of a non-tangent curve to the left, having a radius of 396.58 feet, with a delta angle of 21 degrees 58 minutes 14 seconds, whose chord bears South 46 degrees 16 minutes 28 seconds West, a distance of 151.14 feet;

THENCE along and with the center of 13th/14th Street Connector, the following calls:

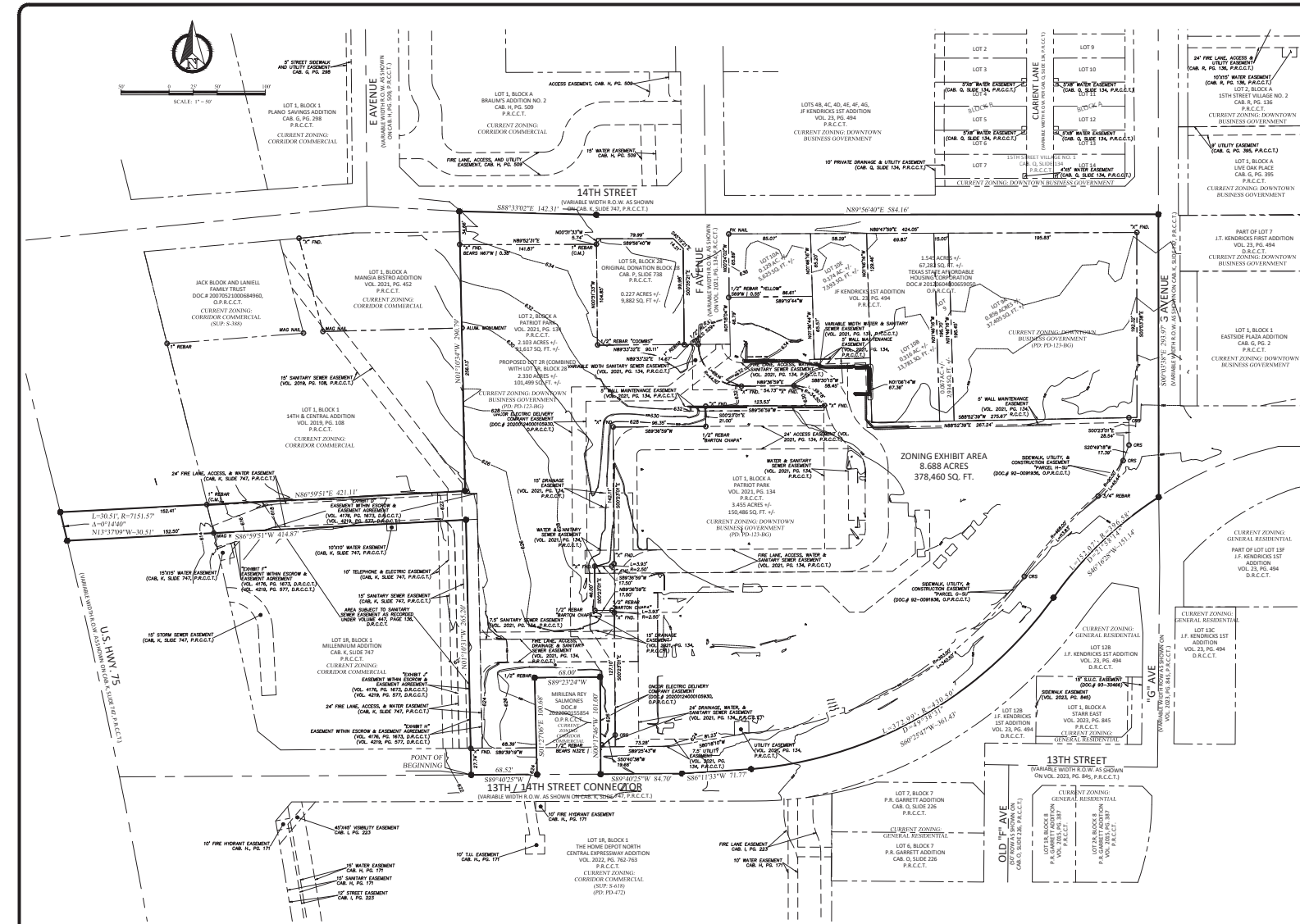
1. Along said non-tangent curve to the left, an arc length of 152.07 feet to the beginning of a reverse curve to the right, having a radius of 430.50 feet, with a delta angle of 49 degrees 38 minutes 31 seconds, whose chord bears South 60 degrees 25 minutes 47 seconds West, a distance of 361.43 feet
2. Along said reverse curve to the right, an arc length of 372.99 feet
3. South 86 degrees 11 minutes 33 seconds West, a distance of 71.77 feet;
4. South 89 degrees 40 minutes 25 seconds West, a distance of 84.70 feet;

THENCE Departing the center of 13th/14th Street Connector, North 00 degrees 17 minutes 46 seconds West, passing the north line thereof, same being the easternmost southwest corner of said Lot 2, and continuing for a total distance of 101.00 feet to a point for a re-entrant corner of said Lot 2;

THENCE with a south line of said Lot 2, South 89 degrees 23 minutes 24 seconds West, a distance of 68.00 feet to a re-entrant corner thereof;

THENCE with an east line of said Lot 2, South 01 degrees 27 minutes 06 seconds East, passing the south line thereof, same being the north line of said 13th/14th Street Connector, and continuing for a total distance of 100.68 feet;

THENCE with the center of said 13th/14th Street Connector, South 89 degrees 40 minutes 25 seconds West, a distance of 68.52 feet, returning to the **POINT OF BEGINNING** and enclosing 8.583 acres (373,888 square feet) of land, more or less.



PROPERTY DESCRIPTION

BEING all of Lot 1 (deeded to Plano Family 001, LP, recorded in document number 201611001482000) and Lot 2 (deeded to Regency Property Investors, LP, recorded in document number 20211008002065860), Block A, Patriot Park, an addition in the City of Plano, Collin County, Texas, according to the plat recorded volume 2021, page 134, Plat Records, Collin County, Texas, together with all of Lot 9B, Block 28, Original Donation Block 28 (deeded to Michael and Pamela Walker, LP, recorded in document number 19990510001137940), an addition in the City of Plano, Collin County, Texas, according to the plat recorded in cabinet P, slide 738, of said Plat Records, together with a tract of land described by deed to Texas State Affordable Housing Corporation as recorded under Document Number 20120604000060900, Official Public Records, Collin County, Texas (inclusive of lots 9A, 10A, 10B, and 10C, # Kendrick's 1st Addition), and together with part of 13th/14th Street Connector, 14th Street, F Avenue, G Avenue, and US Highway 75 right-of-way, the subject tract being more particularly described as follows: BEGINNING at a point in the center of 13th/14th Street, from which an "X" cut found at the southwest corner of said Lot 2 bears NORTH 01 degree 10 minutes 31 seconds WEST, 27.74 feet;

THENCE North 01 degree 10 minutes 31 seconds WEST, passing said southwest corner, continuing with the west line of said Lot 2, a distance of 265.70 feet;

THENCE with the perimeter of said Lot 2, SOUTH 86 degrees 59 minutes 51 seconds WEST, passing at a distance of 262.37 feet to a Mag nail found at the westernmost southwest corner of said Lot 2, continuing for a total distance of 414.87 feet to the beginning of a non-tangent curve to the left, having a radius of 7151.57 feet, a central angle of 00 degrees 14 minutes 40 seconds, and a chord bearing and distance of NORTH 13 degrees 37 minutes 09 seconds WEST, 303.53 feet;

THENCE along the arc of said curve, an arc distance of 30.51 feet;

THENCE NORTH 86 degrees 59 minutes 51 seconds EAST, passing at a distance of 152.41 feet a 1" REBAR found at the westernmost northwest corner of said Lot 2, continuing for a total distance of 421.11 feet to a re-entrant corner of said Lot 2;

THENCE with the west line of said Lot 2, NORTH 01 degree 10 minutes 34 seconds WEST, a distance of 290.79 feet to a point in the center of 14th Street;

THENCE within said 14th Street, SOUTH 88 degrees 33 minutes 02 seconds EAST, a distance of 542.31 feet;

THENCE within said 14th Street, NORTH 89 degrees 56 minutes 40 seconds EAST, a distance of 584.16 feet to the intersection of 14th Street with Avenue G;

THENCE within said Avenue G, South 00 degrees 03 minutes 38 seconds East, a distance of 293.97 feet to the intersection of Avenue G and 13th/14th Street Connector, said point being the beginning of a non-tangent curve to the left, having a radius of 396.58 feet, with a delta angle of 21 degrees 58 minutes 14 seconds, whose chord bears South 46 degrees 16 minutes 28 seconds WEST, a distance of 135.14 feet;

THENCE along and with the center of 13th/14th Street Connector, the following calls:

- Along said non-tangent curve to the left, an arc length of 152.07 feet to the beginning of a reverse curve to the right, having a radius of 430.50 feet, with a delta angle of 49 degrees 38 minutes 31 seconds, whose chord bears South 40 degrees 25 minutes 47 seconds WEST, a distance of 361.43 feet;
- Along said reverse curve to the right, an arc length of 372.99 feet;
- South 86 degrees 11 minutes 33 seconds WEST, a distance of 71.77 feet;
- South 89 degrees 40 minutes 25 seconds WEST, a distance of 84.70 feet;

THENCE the center of 13th/14th Street Connector, North 00 degrees 17 minutes 46 seconds WEST, passing the north line thereof, same being the easternmost southwest corner of said Lot 2, and continuing for a total distance of 101.00 feet to a point for a re-entrant corner of said Lot 2;


THENCE with a south line of said Lot 2, South 89 degrees 23 minutes 24 seconds WEST, a distance of 68.00 feet to a re-entrant corner thereof;

THENCE with an east line of said Lot 2, South 01 degrees 27 minutes 06 seconds East, passing the south line thereof, same being the north line of said 13th/14th Street Connector, and continuing for a total distance of 100.88 feet;

THENCE with the center of said 13th/14th Street Connector, South 89 degrees 40 minutes 25 seconds WEST, a distance of 68.52 feet, returning to the POINT OF BEGINNING and enclosing 8.688 acres (378,460 square feet) of land, more or less.

TITLE COMMITMENT NOTES

This survey was prepared without the benefit of a commitment for title insurance. Therefore, easements, agreements, or other documents, either recorded or unrecorded may exist that affect the subject property that are not shown on this survey.



BARTON CHAPA SURVEYING

JOB NO. 2021-034-009

DRAWN: BCS

CHECKED: JHB

TABLE OF REVISIONS	
DATE	SUMMARY

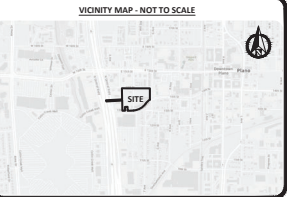
PD-123 ZONING EXHIBIT

PLANO, TEXAS

SHEET

VO1

- SURVEYOR'S NOTES:**
- Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), distances are surface with a combined scale factor of 1.00015271.
 - Monuments are found unless specifically designated as set.
 - This is not a boundary/title survey, and shall not be used for recordation, conveyance, construction, or any purpose other than the zoning case for which it is submitted. Bearings/distances of internal lots are from record data, and do not necessarily reflect the results of an on-the-ground survey.
 - 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 action taken on this zoning case.



OWNERS

REGENCY PROPERTY INVESTORS, LP
5109 NORMANDY DRIVE
FRISCO, TX 75034

MICHAEL AND PAMELA WALKER
1317 F AVENUE
PLANO, TX 75074

TEXAS STATE AFFORDABLE HOUSING CORPORATION
2200 E. MARTIN LUTHER KING BLVD.,
AUSTIN, TX 78702

PLANO FAMILY 001, LP
2320 KING ARTHUR BLVD
LEWISVILLE, TX 75056

SURVEYOR

5200 State Highway 121
Colleyville, TX 76034
Phone: 817-864-1957
info@ccslw.com
TPLS Form #2019474

ZONING EXHIBIT
ZC2024-002
8.583 ACRES | J. KLEPPER SURVEY, ABSTRACT NO. 213
LOTS 1 AND LOT 2, BLOCK A, PATRIOT PARK
LOTS 9A, 9B, 10A, 10B, 10C, JF KENDRICK'S 1ST ADDITION
CITY OF PLANO, COLLIN COUNTY, TEXAS
PREPARED 12/15/2023

DATE: September 4, 2024

TO: Honorable Mayor & City Council

FROM: Planning & Zoning Commission

VIA: Mike Bell, AICP, Development Review Manager acting as Secretary of the Planning & Zoning Commission *MB*
Christina D. Day, AICP, Director of Planning *CD*

SUBJECT: Results of Planning & Zoning Commission Meeting of September 3, 2024

AGENDA ITEM NO. 4A - ZONING CASE 2024-002

PETITIONERS: REGENCY PROPERTY INVESTORS, LP, MICHAEL & PAMELA WALKER, PLANO FAMILY 001, LP, AND TEXAS STATE AFFORDABLE HOUSING CORPORATION

Request to rezone from Corridor Commercial and Planned Development-123-Downtown Business/Government to Planned Development-123-Downtown Business/Government on 8.6 acres located on the south side of 14th Street, 330 feet east of U.S. Highway 75. Tabled July 15, 2024. Project #ZC2024-002.

APPROVED: 6-2

Speaker Card(s) Received:	Support: <u>1</u>	Oppose: <u>0</u>	Neutral: <u>0</u>
Letters Received Within 200' Notice Area:	Support: <u>2</u>	Oppose: <u>3</u>	Neutral: <u>1</u>
Petition Signatures Received:	Support: <u>0</u>	Oppose: <u>0</u>	Neutral: <u>0</u>
Other Responses:	Support: <u>1</u>	Oppose: <u>1</u>	Neutral: <u>0</u>

RESULTS:

The Commission recommended the item for approval subject to the following stipulations (additions are in underline text):

"The permitted uses and standards will be in accordance with the Downtown Business/Government (BG) zoning district unless otherwise specified herein:

General Provisions of the Planned Development

1. Three and four-story multifamily uses shall be exempt from the minimum 200-foot setback requirement from single-family and 2-family residential zoning districts.
2. Multifamily uses shall be exempt from *Section 15.800* (Multifamily Residence).

3. Multifamily uses shall be set back a minimum of 400 feet from the centerline of U.S. Highway 75. Residential structures within 750 feet of the centerline of U.S. Highway 75 shall be screened by a minimum 10-foot-wide landscape buffer with evergreen shrubs used to create at least an 8-foot-tall solid screen within two years of their installation, placed between any building and the western property line.
4. A minimum 15-foot setback is required from Plano Original Donation, Block 28, Lot 5I where structures are adjacent. A landscape buffer and a 6-foot-tall solid fence shall be maintained within the setback.
5. Maximum number of units: 330
6. Provisions for Patriot Park, Block A, Lot 2R:
 - a. Noise Mitigation Measures – The following standards must be used during initial construction and must be added as notes to the site plan. The Building Official or designee may substitute equivalent or superior construction methods upon replacement or reconstruction, consistent with building code requirements.
 - i. Construction documents sealed by an architect must be provided as part of the building construction plan set that details mitigation of the interior noise at each unit to a maximum level of 45 dBA.
 - ii. The engineer of record will be responsible for testing the interior noise and providing a noise study for all units to the Building Inspections Department prior to the final building inspection.
 - iii. No balconies will be allowed along the western exterior of the building directly facing U.S. Highway 75.
 - iv. A masonry or metal wall of solid construction at least six feet in height shall be provided for noise mitigation for any usable open space areas, which may include pools.
 - b. Pollution Mitigation Measures – The following standards must be used during initial construction and must be added as notes to the site plan. The Building Official or designee may substitute equivalent or superior construction methods upon replacement or reconstruction, consistent with building code requirements.
 - i. Mechanical ventilation for multifamily residence buildings must exceed the building code as follows:
 1. All ventilation units must be outdoor-air sourced.
 2. Units must be installed on the roof of the building with air intakes ducted to the easternmost elevation of the building.
 - ii. Air Filtration:
 1. Each outdoor-air-sourced mechanical ventilation unit must contain a filter box on the intake side or filter housing as part of the assembly.

2. These filter boxes must contain a filter (or combination of filters in “series”) capable of filtering outdoor airborne particulates to the MERV 8 standard or greater, based on the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) ratings.
3. Property management shall post notice of the air filtration manufacturer’s recommended replacement specifications and a log of recent filter changes in a location accessible to residents.”

To view the hearing, please click on the provided link:
<https://planotx.new.swagit.com/videos/314073?ts=1665>

JK/ko

cc: Eric Hill, Assistant Director of Planning
Christina Sebastian, Land Records Planning Manager
Melissa Kleineck, Lead Planner
Justin Cozart, Sr. GIS Technician
Jeanna Scott, Building Inspections Manager
Dorothy Alatorre, Sr. Administrative Assistant - Neighborhood Services

AGENDA ITEM NO. 4A

PUBLIC HEARING: Zoning Case 2024-002

PETITIONERS: Regency Property Investors, LP, Michael and Pamela Walker, Plano Family 001, LP, and Texas State Affordable Housing Corporation

CASE PLANNER: John Kim, AICP Candidate

DESCRIPTION: Request to rezone **from** Corridor Commercial and Planned Development-123-Downtown Business/Government **to** Planned Development-123-Downtown Business/Government on 8.6 acres located on the south side of 14th Street, 330 feet east of U.S. Highway 75. Tabled on July 15, 2024. Project #ZC2024-002.

EXECUTIVE SUMMARY

The purpose of the request is to expand Planned Development-123-Downtown Business/Government (PD-123-BG) to incorporate a 0.2-acre property located at 1317 14th Street, which is bound by PD-123-BG on three sides. PD-123-BG currently includes three properties under separate ownership. Of these, one is an existing multifamily residence development, one is a multifamily residence currently under construction, and the third is undeveloped but with approved plans for a multifamily residence development. If approved, the property at 1317 14th Street would be incorporated into revised plans for multifamily residences on the undeveloped lot. Major considerations of this request include:

- Parking (Updated from 07/15/24) – On July 15, 2024, the Planning & Zoning Commission (Commission) tabled the item due to concerns about parking. The applicant was originally requesting to allow individual garages and tandem spaces to meet minimum parking requirements, which is not typically permitted. Revised plans have removed all individual garages and tandem spaces. The preliminary site plan now meets zoning ordinance parking requirements through a combination of surface and “tuck under” garage parking. With these changes, the planned development stipulations related to parking are no longer necessary.
- Multifamily Residence Use – The approved plans for all three multifamily residence developments total 330 units. No increase in the number of multifamily units is requested. If approved, the request would expand the acreage available to build the remaining 129 units on the undeveloped lot.
- Environmental Health Areas – The subject site is located within Expressway Corridor Environmental Health Area One (EHA-1). Sensitive land uses, such as multifamily residences, may be appropriate in EHA-1 areas if satisfactory mitigation can be achieved, as evidenced by an Environmental Health Area (EHA) Site Analysis. An EHA Site Analysis was provided as part of the request, which found the proposed development is not consistent with the EHA Guidelines.

The applicant is proposing mitigation standards for air filtration to limit indoor noise levels, restrict balconies facing the expressway, and require solid fencing to buffer the outdoor pool area.

- Adjacent Single-Family Residence – The southern boundary of PD-123-BG surrounds an existing single-family home. PD stipulations require a landscape buffer and a 6-foot-tall solid fence to be maintained within the setback surrounding this home. Although the fence is installed on the site, no additional landscaping has been provided. There are above-ground utilities located within that buffer, which the applicant has agreed to remove and relocate. The applicant has not designated where the utility box will be relocated on their preliminary site plan. The landscape buffer will be required to be planted before the start of construction.
- Conformance to the Comprehensive Plan – The request is generally consistent with the Downtown Corridors (DT) future land use category. It is also located within the Express Corridor Environmental Health Area-1 (EHA-1), but mitigation measures are proposed for the Commission's consideration.

Because of these reasons, staff is supportive of the request. A revised preliminary site plan accompanies the request as Agenda Item No. 4B.

STAFF PRELIMINARY REPORT – INTRODUCTORY REMARKS

The applicant is requesting to rezone the subject property from Planned Development-123-Downtown Business/Government (PD-123-BG) and Corridor Commercial (CC) to PD-123-BG to develop a 129-unit multifamily residence.

Zoning – Section 10.900 of the Zoning Ordinance states the purpose for the CC and BG districts as follows:

Corridor Commercial (CC): The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways.

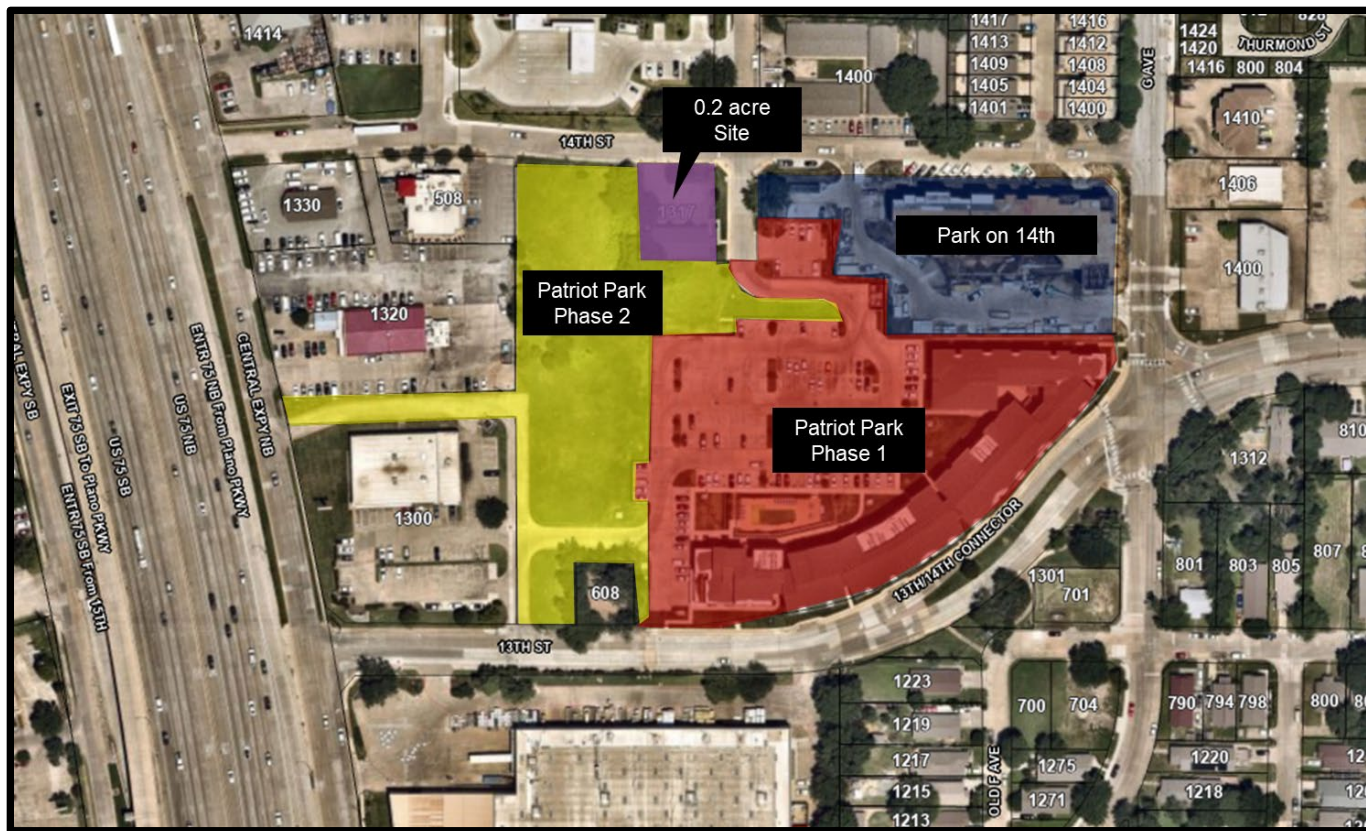
Downtown Business/Government District (BG): The BG district is intended to serve as a pedestrian-oriented center for retail, office, governmental, cultural, entertainment, and residential uses. It is designed to ensure that development, redevelopment, and renovation within the district are consistent with the historical character of Plano's original business district and the surrounding area. The standards of this district apply to specific characteristics of Plano's downtown area and are not appropriate for other locations and districts.

Planned Developments – A planned development (PD) district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. Section 12.100 (Purpose) of Article 12 (Planned Development District) of the Zoning Ordinance guides the establishment of planned development districts. This section states that planned developments are intended for the following purposes:

- 1. To protect and provide for the public health, safety, and general welfare of the city.*
- 2. To guide the future development of the city in accordance with the Comprehensive Plan.*
- 3. To accommodate innovation by modifying regulations to better accomplish the city's development goals.*
- 4. To mitigate developmental impacts, especially those related to the environment, traffic, public services and facilities, and adjacent and area land uses.*
- 5. To protect and enhance the aesthetic and visual quality of development.*

History

PD-123-BG has a complicated history that includes multiple property owners and various iterations of approved plans. The map below shows the location of Park on 14th (blue), Patriot Park Phase 1 (red), and the previously proposed Patriot Park Phase 2 (yellow), as well as the 0.2 acre site to be included in PD-123-BG as part of this request (purple). The associated revised preliminary site plan is for the yellow and purple sites.



- Park on 14th: This planned development district was initially approved in 2002 with a base zoning of Corridor Commercial (PD-123-CC) on 1.5 acres at the southwest corner of G Avenue and 14th Street. This was intended to allow an independent living facility, but the development was never constructed.

In 2012, the property was rezoned to PD-123-BG to accommodate a 60-unit multifamily development. A site plan was approved in 2023 for a 62-unit multifamily project known as Park on 14th. This project is currently under construction.

- Artist Lofts/Patriot Park: In 2016, PD-123-BG was expanded to include an adjacent 5.6-acre property, facilitating a second, separate multifamily development originally known as Artist Lofts. PD stipulations were added requiring a setback from U.S. Highway 75 (reflecting the comprehensive plan policy at the time), a setback from the adjacent single-family home to the south, and various landscape buffers. A revised concept plan was approved in 2018 to subdivide and develop the site in two phases:
 - Phase 1 – The first phase of 139 units on 3.5 acres, known as Patriot Park Phase 1, was approved in 2018 and has since been constructed.
 - Phase 2 – The remaining 2.1 acres of land planned for the Patriot Park Phase 2 was sold, and the new owner received approvals for a 129-unit development in 2022. The property owner is now seeking to modify plans by incorporating the adjacent 0.2-acre property currently zoned CC and revising development requirements.

Proposed Planned Development Stipulations (Updated from 07/15/24)

The proposed planned development language is as follows (additions are in underlined text). Please note, that the previous stipulations related to parking have been removed. The remaining stipulations are unchanged from July 15, 2024.

“The permitted uses and standards will be in accordance with the Downtown Business/Government (BG) zoning district unless otherwise specified herein:

General Provisions of the Planned Development

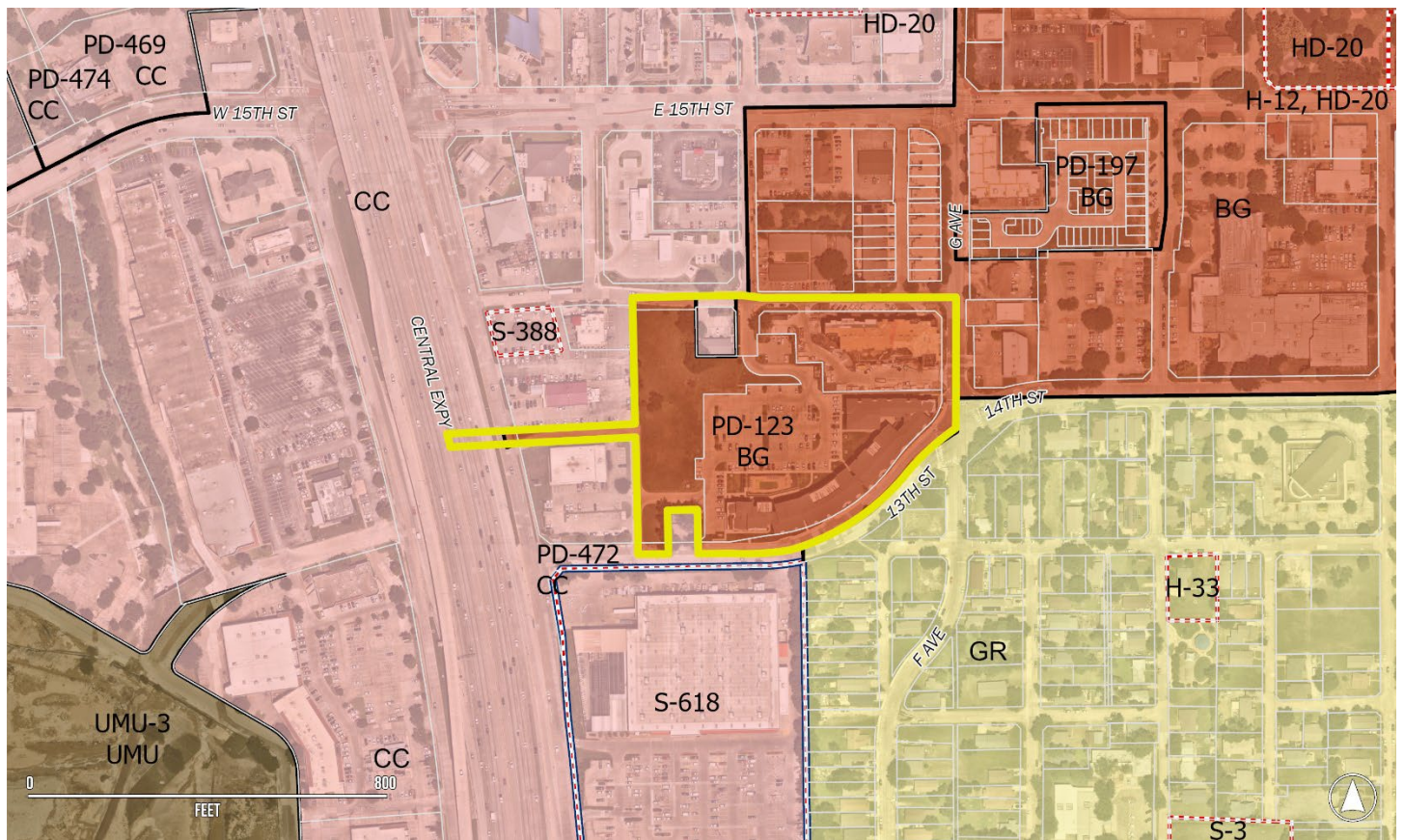
1. Three and four-story multifamily uses shall be exempt from the minimum 200-foot setback requirement from single-family and 2-family residential zoning districts.
2. Multifamily uses shall be exempt from *Section 15.800* (Multifamily Residence).
3. Multifamily uses shall be set back a minimum of 400 feet from the centerline of U.S. Highway 75. Residential structures within 750 feet of the centerline of U.S. Highway 75 shall be screened by a minimum 10-foot-wide landscape buffer with evergreen shrubs used to create at least an 8-foot-tall solid screen within two years of their installation, placed between any building and the western property line.
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Surrounding Land Use and Zoning

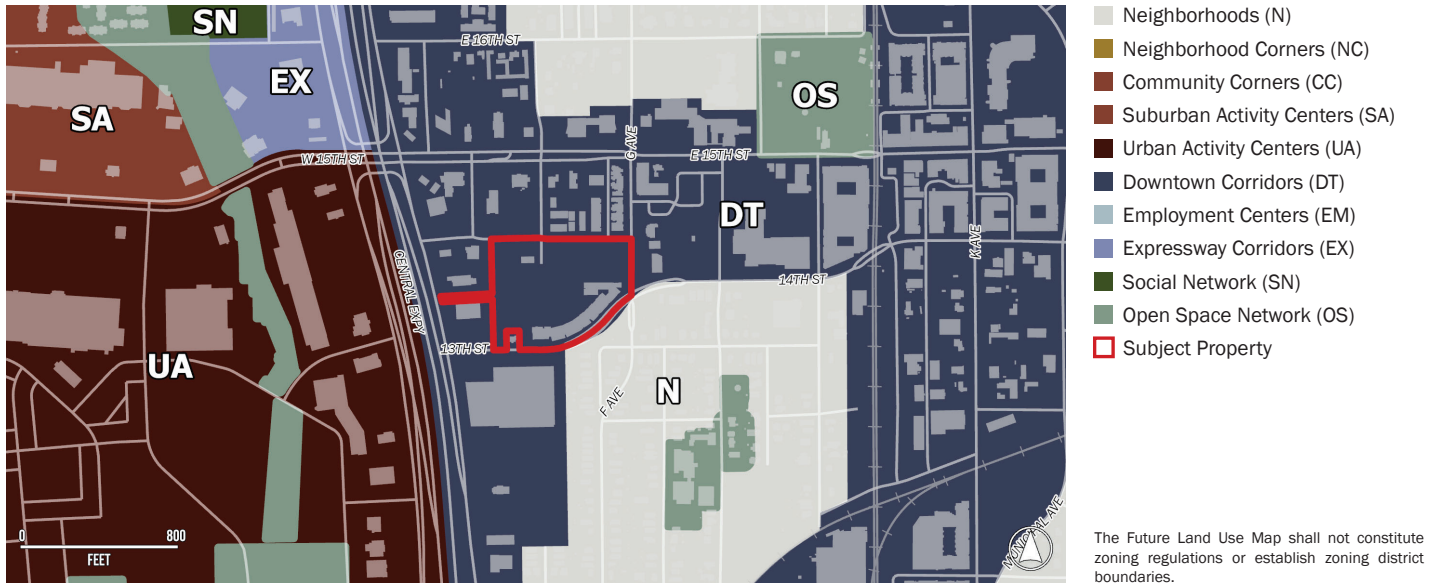
The subject property includes three lots zoned Planned Development-123-Business Government (PD-123-BG) and one lot zoned Corridor Commercial (CC). Of the three PD-123-BG lots, one is currently developed with a multifamily residence, one has a multifamily residence under construction, and the third is undeveloped with an approved plan for multifamily residence. The CC lot is currently developed with a professional-general administrative office.

North	The properties to the north across 14th Street are zoned CC and BG and are developed with a bank, multifamily residences, and single-family attached residences.
East	The properties to the east across G Avenue are zoned BG and developed with a pawn shop and professional/general administrative offices. The property to the southeast across the intersection is zoned General Residential (GR) and is developed with a single-family residence.
South	<p>The adjacent property to the south is zoned CC and is developed with a single-family residence.</p> <p>The properties to the south across the 13th/14th Connector are zoned General Residential (GR) and Planned Development-472-Corridor Commercial (PD-472-CC) with Specific Use Permit No. 618 (S-618) for Truck/Bus Leasing. The GR properties are developed with single-family residences. The PD-472-CC/S-618 property is developed with a superstore.</p>
West	The properties adjacent to the west are zoned CC and developed with a medical office and restaurants.



VISION: "Plano is a global leader, excelling in exceptional education, abounding with world class businesses and vibrant neighborhoods"
GUIDING PRINCIPLES: Plano Today. Plano 2050. Plano Together.

1 | Future Land Use Map



Downtown Corridors (DT)

The Downtown Corridors future land use category applies to historic Downtown Plano and the K Avenue and 14th Street corridors. Located along former State Highway 5, FM 544, and the Houston & Texas Central and Cotton Belt Railroads (now the DART Red/Orange and Silver Line), these areas have long served as major gateways to Downtown for both car and rail. The Downtown Corridors category is intended to create attractive gateways and support the continued transformation of historic Downtown Plano into the civic and cultural heart of the city.

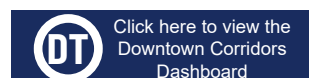
PRIORITIES

1. Enhancing bicycle and pedestrian connections
2. Improving mobility connections between Downtown and Collin Creek area
3. Focusing density in Downtown core and within 1/4 mile walking distance of rail stations

Transit-Oriented Development (TOD) Areas - The principles of transit-oriented development will be used at planned stations along both rail lines, with residential, employment, retail, and civic uses located within one-quarter mile of a rail transit stop. Development elsewhere in the corridors should be oriented towards the rail as secondary frontage, especially where elevated, to improve aesthetics and create welcoming gateways into the community.

Corridor Revitalization & Redevelopment - As some of the oldest parts of the city, development along the K Avenue and 14th Street corridors reflects many decades of growth, infill, and transition, resulting in an eclectic mix of warehouses, commercial centers, and neighborhoods. These corridors will redevelop to serve as gateways to Downtown Plano and transit nodes with street, bike, trail, and sidewalk improvements emphasized to create a more accessible, walkable, and unified corridor. Parking structures should be provided to reduce surface parking and encourage efficient use of land.

Historic Preservation - Development projects should respect the historic character of Downtown and surrounding neighborhoods. Creative opportunities should be supported which both allow Plano's heritage resources to remain in active and productive use and protect them from the pressures of growth and redevelopment.



2 | Mix of Uses



Click here for
"How to Read
The Dashboards"

If approved, the request would result in the following Mix of Uses:

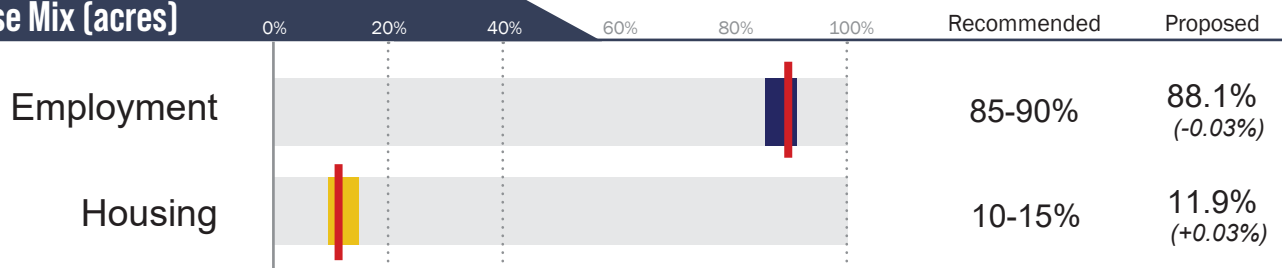


Land Use & Housing Inventory (LUHI)

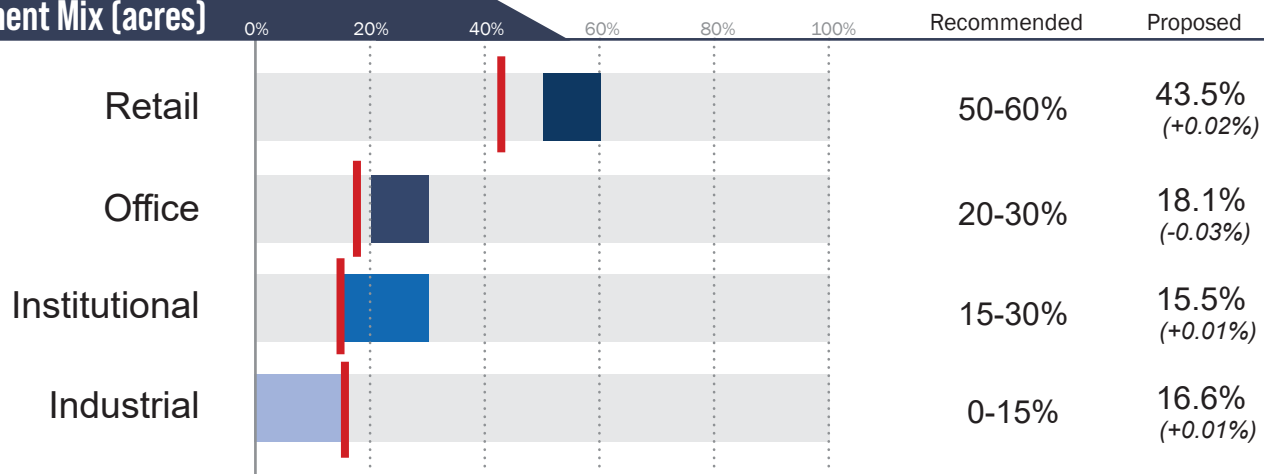
- Employment, Retail Types
- Employment, Office Types
- Employment, Institutional Types
- Employment, Industrial Types
- Housing, Detached SF Types
- Housing, Attached SF Types
- Housing, Multifamily Types
- Housing, Open Space
- Employment, Undeveloped
- Housing, Undeveloped
- General Open Space
- Subject Property

LUHI Snapshot Date: 1/1/2023
Measurement Area: All properties within the EX
Category along US 75

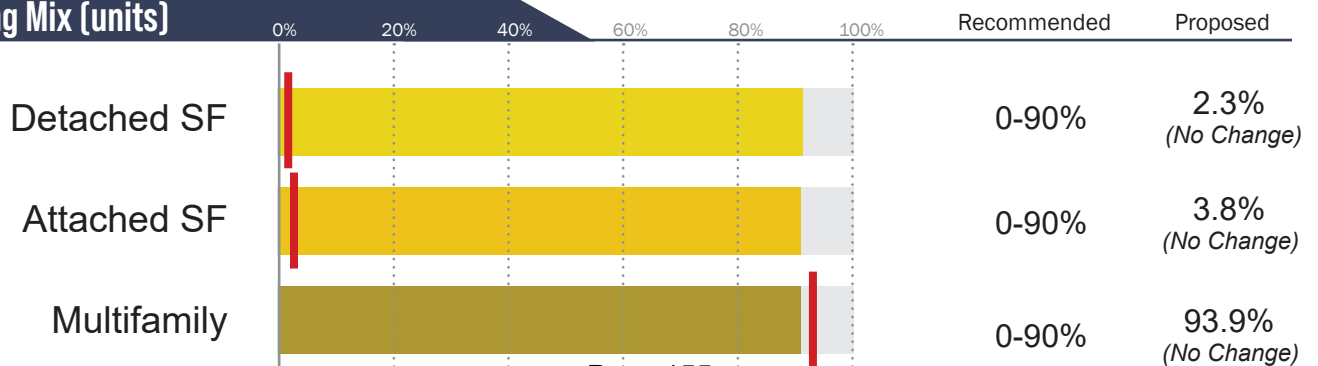
Land Use Mix (acres)



Employment Mix (acres)



Housing Mix (units)



3 | Desirable Character Defining Elements

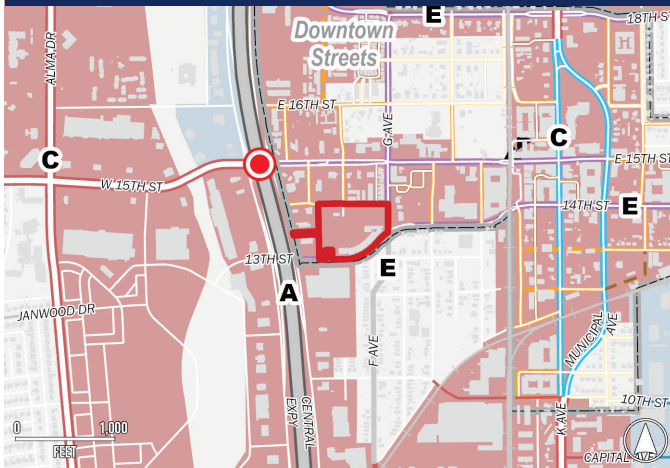


Click here for
"How to Read
The Dashboards"

DESIRABLE CHARACTER DEFINING ELEMENT	RECOMMENDED BY COMPREHENSIVE PLAN	APPLICANT PROPOSAL
Building Heights	1 to 5 stories	4 Stories
Density	Non-TOD Areas - SF: 4 to 22 DUA MF: 10 to 50 DUA TOD Areas - SF: 4 to 40 DUA MF: 10 to 100 DUA	Non-TOD Area - 55.1 DUA
Intensity	Moderate (50 to 75% Lot Coverage)	Intensity is not applicable to this request.
Open Space	TOD Areas: 5 to 10% Other: 10 to 20% Active Open Space	1.8% Active Open Space (Pool Amenity Area)
Parking Orientation	Mix of garages, structured on-street, surface lots, and valet	Mix of individual garages, surface lot, and on street parking.
Block Pattern & Streetscape	Short block grid Urban Streets	No changes are proposed.
Multimodal Access		
1. Automobiles	MEDIUM: May require short walk to destination	HIGH: Direct access from 14th street and U.S. Highway 75.
2. Transit	HIGH: Served by rail and bus stations	HIGH: DART Bus Route #236 stop is located approximately 880 feet east of the site along 14th street. The Downtown Plano DART Station is located approximately 0.57 miles northeast of the site and the future 12th Street Silver Line Station will be located approximately 0.67 miles to the southwest.
3. Micromobility	HIGH: Connected to trails and bike routes	HIGH: Details in the Bicycle Transportation Plan Map description
4. Pedestrians	HIGH: Highly walkable	HIGH: Sidewalks and crosswalks provide pedestrian connectivity to 14th and 15th street.

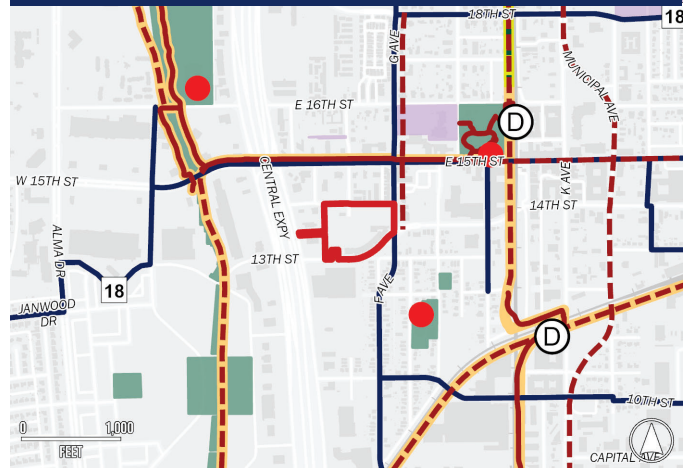
4 | Other Comprehensive Plan Maps

Thoroughfare Plan Map



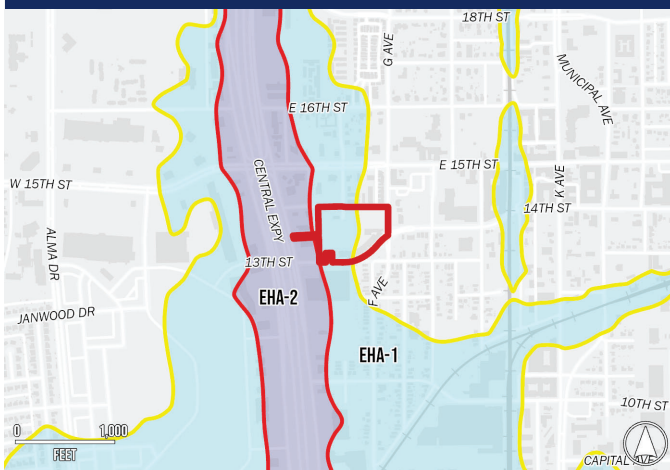
14th Street along the north property line is designated as a Downtown Mixed-Use Local Street. Street improvements along 14th street are required as a part of this request.

Bicycle Transportation Plan Map



On-Street Bike Route #75 is located approximately 500 feet east of the site along G Avenue. On-Street Bike Route #14 is located approximately 500 feet north of the site along 15th street. An existing Trail - Not on Parkland is located approximately 500 feet north of the site along 15th Street.

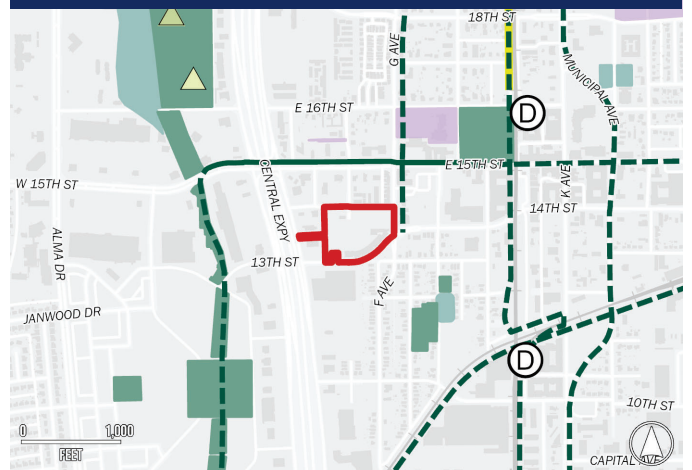
Expressway Corridor Environmental Health Map



The subject site is located within the EHA-1 and EHA-2 boundaries.

☒ EHA-1 ☒ EHA-2 ☐ Not Applicable

Parks Master Plan Map



Haggard Park is the closest existing park located approximately 0.3 miles northwest of the subject site along 15th Street. Additionally, a Trail - Not on Park Land is located along 15th Street north of the site.

5 | Comprehensive Plan Policies & Actions

CORE POLICIES: The following policies are applicable to all zoning cases. No specific analysis of these policies are provided in the staff report as these serve as the fundamental basis for all staff recommendations.



Land Use: Plano will support a system of organized land use to provide housing and employment choices aligned with the market, where new and redevelopment areas respect the viability and quality of life for existing neighborhoods, businesses, and institutions.



Redevelopment & Growth Management: Plano will protect and preserve the well-established built environment of Plano and prevent overcrowding by requiring new growth and redevelopment to respect the unique development patterns, suburban character, housing needs, infrastructure capacity considerations, and fiscal constraints of our community.

LAND USE-RELATED POLICIES: The following policies are applicable on a case-by-case basis depending upon the type, location, and general nature of the request. Refer to the staff report for analysis of these policies with the respect to the proposed zoning change, where applicable.



Redevelopment of Regional Transportation Corridors: Plano will encourage reinvestment and redevelopment of identified regional transportation corridors to create cohesive developments that incorporate well-designed commercial, retail, and housing opportunities, where those uses are appropriate according to the Future Land Use Map and other related Comprehensive Plan standards.

☐ Applicable
☒ Not Applicable



Revitalization of Retail Shopping Centers: Plano will encourage reinvestment, revitalization, and redevelopment of underperforming neighborhood retail corners to accommodate a viable combination of local commercial, retail, and entertainment uses. Where appropriate transitions can be maintained, redevelopment may present opportunities to introduce residential uses and improve access.

☐ Applicable
☒ Not Applicable



Special Housing Needs: Plano will support the special housing needs of residents including seniors, people with disabilities, and low- to moderate-income households through inclusive regulations and programs and actions furthering the goals stated in the Consolidated Plan. Proposed locations for special housing needs should be afforded the same health and safety considerations as other housing.

☐ Applicable
☒ Not Applicable



Transit-Oriented Development: Plano will proactively encourage development within walking distance of existing and planned transit stations to create an integrated mix of uses including residential, employment, retail, and civic spaces.

☐ Applicable
☒ Not Applicable



Undeveloped Land: Plano will reserve its remaining undeveloped land for high quality development with distinctive character, prioritizing businesses offering skilled employment. New housing in these areas will only be considered appropriate where it is consistent with the Future Land Use Map and other related Comprehensive Plan standards.

☐ Applicable
☒ Not Applicable

OTHER POLICIES/DOCUMENTS: Additional policies may apply where applicable:

Downtown Vision & Strategy Update (2019).

- ☐ Envision Oak Point (2018)
☒ Downtown Vision & Strategy Update (2019)
☐ Spring Creekwalk Master Plan (1990)
☐ Preservation Plano 150 (2018)

FOR RESIDENTIAL AND MIXED-USE DEVELOPMENTS ONLY: The following actions from the Redevelopment & Growth Management (RGM) Policy are applicable to requests for mixed-use developments:

RGM5: Ensure that any rezoning requests for multiuse development include:

☐ Applicable
☒ Not Applicable

- A) No more than 50% square footage for residential uses. Requests should also conform with other identifying elements (density, building heights, etc.) in the applicable Dashboard descriptions.
- B) Phasing requirements that prevent the disproportionate completion of residential uses prior to nonresidential uses within the development. Nonresidential square footage must constitute a minimum of 33% of all square footage approved for occupancy during development (e.g., every 2 square feet of residential development requires at least 1 square foot of nonresidential development; and
- C) Key design features provided prior to, or concurrent with, the construction of any residential uses. These include elements of the development supporting the long-term value to the overall community, and specifically any new residents, such as open/green space, amenities, street enhancements, and trails.

RGM8: Limit new residential development to areas that are appropriate based on individual site considerations and consistency with the Future Land Use Map and Dashboards. Multifamily developments should also meet a housing diversification or economic development need of the city, including transit-oriented development, special housing needs (as defined by the city's Consolidated Plan), or be constructed as part of a high-rise 10 stories or greater.

☒ Applicable
☐ Not Applicable

6 | Findings Policy

RGM1: Mix of Uses, Density, & Building Height

In accordance with the Redevelopment and Growth Management (RGM) Policy Action 1, zoning change requests that do not conform to the mix of uses, density, and building heights as described in the Dashboards are **disfavored**. Requests that do not conform to these criteria may be occasionally allowed when found:

- ▶ Consistent with the Guiding Principles of the Comprehensive Plan; and
- ▶ Substantially beneficial to the immediate neighbors, surrounding community, and general public interest.

RGM5: Mixed-Use Developments

In addition, the Redevelopment and Growth Management (RGM) Policy Action 2 requires findings when approving a mixed-use development that exceeds 50% square footage for residential uses and/or does not conform to other identifying elements (density, height, etc.) in the applicable Dashboard.

Are Findings Required?

- ☐ Yes, because the request does not comply with the Mix of Uses of the associated Dashboard.
- ☐ Yes, because the request does not comply with the Building Heights of the associated Dashboard.
- ☐ Yes, because the request does not comply with the Maximum Density of the associated Dashboard.
- ☐ Yes, because the request is inconsistent with Action RGM5 (for mixed-use developments).
- ☒ No, findings are not required.

STAFF PRELIMINARY REPORT – CONFORMANCE TO THE COMPREHENSIVE PLAN

The proposed request has been reviewed for conformance with the Comprehensive Plan (Plan). Major factors included in the analysis are provided below, but the Comprehensive Plan Fact Sheet has more specific details based on the request and the associated concept plan.

Guiding Principles – This set of Guiding Principles to the Comprehensive Plan establishes overarching themes that apply to all policies and actions and express values for Plano Today, Plano 2050, and Plano Together. Since the principles do not stand alone but are used in concert with one another and carry across the Plan as a whole, each principle must be judged through a lens that incorporates all other principles to be fully and accurately understood. As such, the Commission is encouraged to review the full list of Guiding Principles and judge zoning requests through the lens of all principles.

Future Land Use Map Category & Dashboard

Future Land Use Category – The subject property is located in the [Downtown Corridors \(DT\)](#) category of the Future Land Use Map (FLUM). Staff finds the request to be generally consistent with the intent of the category, and the units are already allowed under existing zoning. Additionally, street improvements, including sidewalks, are proposed along the north property line adjacent to 14th Street, which will contribute to pedestrian connections within the area.

FLUM – DT Description and Priorities		
Priorities	Enhancing bicycle and pedestrian connections	Meets
	Improving mobility connections between the Downtown and Collin Creek area	N/A
	Focusing density in the Downtown core and within a 1/4 mile walking distance of rail stations	N/A

Mix of Uses – The request to expand PD-123-BG would change the additional 0.23 acre of the subject property from *Office Types* to *Multifamily Types*, as defined by the Comprehensive Plan. This change in property size would result in a 0.03% change to the Land Use Mix; increasing the percentage of area dedicated to total Housing and decreasing the percentage dedicated to total Employment. As proposed, the request would comply with the Land Use and Employment Mix recommendations of the DT Dashboard.

FLUM – DT Mix of Uses	
Land Use Mix	Meets
Employment Mix	Meets
Housing Mix	No Change

Desirable Character Defining Elements – The request generally complies with the Character Defining Elements of the DT Dashboard as outlined in the table below, with the exception of density and open space. The DT Dashboard recommends a multifamily density of 10 to 50 DUA in non-TOD areas. The request, as proposed, is for 55.1 DUA. Based upon the requested increase in land area within the PD with no increase in units, the density is decreasing from 61.1 to 55.1 DUA. Findings are not required because the request decreases density, bringing it closer into alignment with the Comprehensive Plan.

Additionally, the DT Dashboard recommends 10-20% active open space in non-TOD areas. Based on the revised preliminary site plan, the applicant is proposing an amenity pool area which results in 1.7% active open space.

FLUM – DT Desirable Character Defining Elements			
Building Height	Meets	Multimodal Access • Automobiles • Transit • Micromobility • Pedestrians	Meets Meets Meets Meets
Maximum Density	Neutral		
Intensity	N/A		
Open Space	Does Not Meet		
Parking Orientation	Meets		
Block Pattern & Streetscape	N/A		

Other Comprehensive Plan Maps

[Thoroughfare Plan](#), [Bicycle Transportation Plan](#), and [Parks Master Plan Map](#) – No bicycle or trail improvements are required as a part of this request. The revised preliminary site plan includes right-of-way dedication along the northern property adjacent to 14th Street in accordance with the city's Street Design Standards.

[Expressway Corridor Environmental Health Map](#) – Portions of the subject site are located within Expressway Corridor Environmental Health Areas One and Two (EHA-1 and EHA-2). The portion of the property including multifamily, a sensitive land use, is within EHA-1. The Expressway Corridor Environmental Health Goal specifies that sensitive land uses should achieve a maximum outdoor noise level of less than 65 dBA Ldn. The applicant has provided an EHA Site Analysis to support the request.

The associated revised preliminary site plan shows two multifamily buildings. The noise analysis indicates that levels along the western facade of the western building (facing U.S. Highway 75) will be up to 75.8 dBA Ldn. Units on the ground floor are less impacted by noise; however, sound levels still exceed 65 dBA Ldn based on the provided analysis. The proposed open space along the western facade meets the 65 dBA Ldn threshold. Units along the eastern side of this building and within the second multifamily building to the east are not modeled in the study.

PD-123-BG currently includes a minimum 400-foot setback requirement for units from the centerline of U.S. Highway 75 and a required landscape edge along the west side of the subject property. These standards are intended to help mitigate noise from the expressway and were in place prior to an EHA study being performed. The proposed modifications to the development standards will likely impact these requirements. Specifically, the additional allowance for compact parking shown at the southwest corner of the building does not account for vehicle overhang into the landscape buffer, which is shown at a minimum of 10 feet. The parking request negatively impacts the ability of the buffer to provide mitigation for this site.

With this request, the applicant is requesting stipulations regarding air filtration and noise mitigation. Although the study does not recommend these mitigation measures, the applicant has agreed to meet the standards commonly applied to other zoning cases for the Commission's consideration. While this does not meet the requirements of the EHA Guidelines in the Comprehensive Plan, the proposal likely provides an improvement over existing requirements. The Commission may determine if these are sufficient mitigation measures or if additional information is needed. As currently designed, although there are some mitigation measures in place, the proposed development is not consistent with the EHA Guidelines.

Other Comprehensive Plan Maps	
Thoroughfare Plan Map	Meets
Bicycle Transportation Plan Map	Meets
Parks Master Plan Map	Meets
Expressway Corridor Environmental Health Map	Per P&Z Determination

Policies & Actions of the Comprehensive Plan and Other Studies

Downtown Vision & Strategy Update – The subject property is identified within the Downtown Vision & Strategy Update. This request would incorporate additional property within the PD and continue “expanding the vision for transit-oriented development within the entire corridor.”

Redevelopment and Growth Management Policy: Action 8 (RGM8) – This action recommends a two-part test for new residential development. First, residential uses should be limited to areas appropriate based on individual site considerations and the FLUM Dashboards. Second, multifamily developments should further the city’s housing diversity or economic development goals, including Transit-Oriented Development. As the site is located within the EHA-1 boundary, the request may or may not meet the first part of the test based on the sufficiency of the proposed mitigation. Additionally, the second portion of the test is not applicable as, under current zoning, multifamily units are permitted, and no additional units are proposed despite the expansion of BG zoning. Consistency with this action is dependent upon the Commission’s determination regarding EHA mitigation measures.

Comprehensive Plan Policy Summary

Policy or Study	Analysis
Future Land Use Map and Dashboards <ul style="list-style-type: none"> Description & Priorities Mix of Uses Character Defining Elements 	Meets Meets Partially Meets
Thoroughfare Plan Map	Meets
Bicycle Transportation Plan Map	Meets
Parks Master Plan Map	Meets
Expressway Corridor Environmental Health Map	Per P&Z Determination
Redevelopment & Growth Management Policy – Action 8 (RGM8)	Per P&Z Determination
Downtown Vision & Strategy Update	Meets

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

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

Public Safety Response Time – Fire emergency response times will be sufficient to serve the site based on existing personnel, equipment, and facilities.

Access to and Availability of Amenities and Services

Parks – The subject property is located within Park Fee Service Area 2 and requires park fees for each unit.

Libraries – The subject property is located within the Gladys Harrington Library's service area, and service to future residents would be possible with the current library resources.

STAFF PRELIMINARY REPORT – ANALYSIS & RECOMMENDATION

Multifamily Residence Use and Site Design

Multifamily uses are allowed by right in the BG district, and no increase in the number of units previously approved within the PD is requested. The previously approved plan from 2022 included 129 units within a single building totaling 182,000 square feet. Three floors of residential units were located above ground-floor parking. The proposed plan includes 129 units within two buildings totaling a combined 147,116 square feet. Standard surface parking and tuck-under garage parking are located at ground level on the sides of the buildings facing an internal fire lane.

PD stipulations require multifamily uses to be set back a minimum of 400 feet from the centerline of U.S. Highway 75. Any residential structure within 750 feet of the said centerline must be screened by a minimum 10-foot-wide landscape buffer with evergreen shrubs used to create at least an 8-foot-tall solid screen within two years of their installation, placed between any building and the western property line. The applicant has provided the minimum landscape buffer between the western property line; however, vehicle overhang from compact parking may impact the effectiveness of this buffer.

Parking (Updated from 07/15/24)

With 129 units, the applicant is required to provide 142 parking spaces based on the number of 1-bedroom and 2-bedroom units provided. The applicant originally requested planned development stipulations that would allow the parking requirements to be met using individual garages and tandem parking spaces, as well as exceed the 50% maximum on compact car spaces. On July 15, 2024, the Commission tabled this item to allow the applicant time to redesign the site with regard to parking.

The applicant has since redesigned the site by replacing the garage and tandem spaces on the ground floor of the western building (Building A) with a combination of standard surface parking and tuck-under garage parking. Tuck-under garage spaces are permitted to be narrower (8.5 feet) than standard parking spaces (9 feet). The narrower tuck-under garage parking is now also being used under Building B. This allowed the applicant to provide the required number of spaces without the need for any garage or tandem spaces.

Parking Space Type	Original July 15, 2024	Revised September 3, 2024
Standard Surface Parking Spaces	11	24
Compact Surface Parking Spaces	69	69
Tuck-under Garage Parking Spaces	29	52
Individual Garage Parking Spaces	23	0
Tandem Parking Spaces	10	0
TOTAL	142	145

In addition to the standard spaces, the applicant is proposing 69 compact spaces on the site. The BG district allows compact parking space sizes to be 7.5 feet by 16 feet, one foot narrower than the compact parking space size required elsewhere in the city. It also allows for up to 50% of spaces to be compact. The 69 compact spaces make up 48% of the total parking for the site, meeting the Zoning Ordinance requirement. Staff still has concerns over the amount of compact parking spaces, but the proposal meets the Zoning Ordinance requirements.

Building Design (Updated from 07/15/24)

In early reviews of the plans, staff noted that the proposed Building B includes an over 300-foot span of tuck-under garage parking without support columns. Knowing that the columns would eventually be needed and could not encroach into required parking spaces, staff advised the applicant to reconsider the proposed design to account for the number of spaces that would be lost due to the addition of support columns. With the change from garage and tandem spaces to more tuck-under garage parking for Building A, staff remains cautious about how this may impact parking when detailed architectural plans are required. However, the applicant is now showing 8-inch by 8-inch columns between the tuck-under parking spaces and has assured staff that they will be able to meet the parking requirements with these columns. With only three excess spaces, there is limited flexibility to meet parking requirements at the time of final site plan. If the applicant can retain the required parking for the number of units, then staff is supportive of the proposed parking arrangement.

Adjacent Single-Family Residence

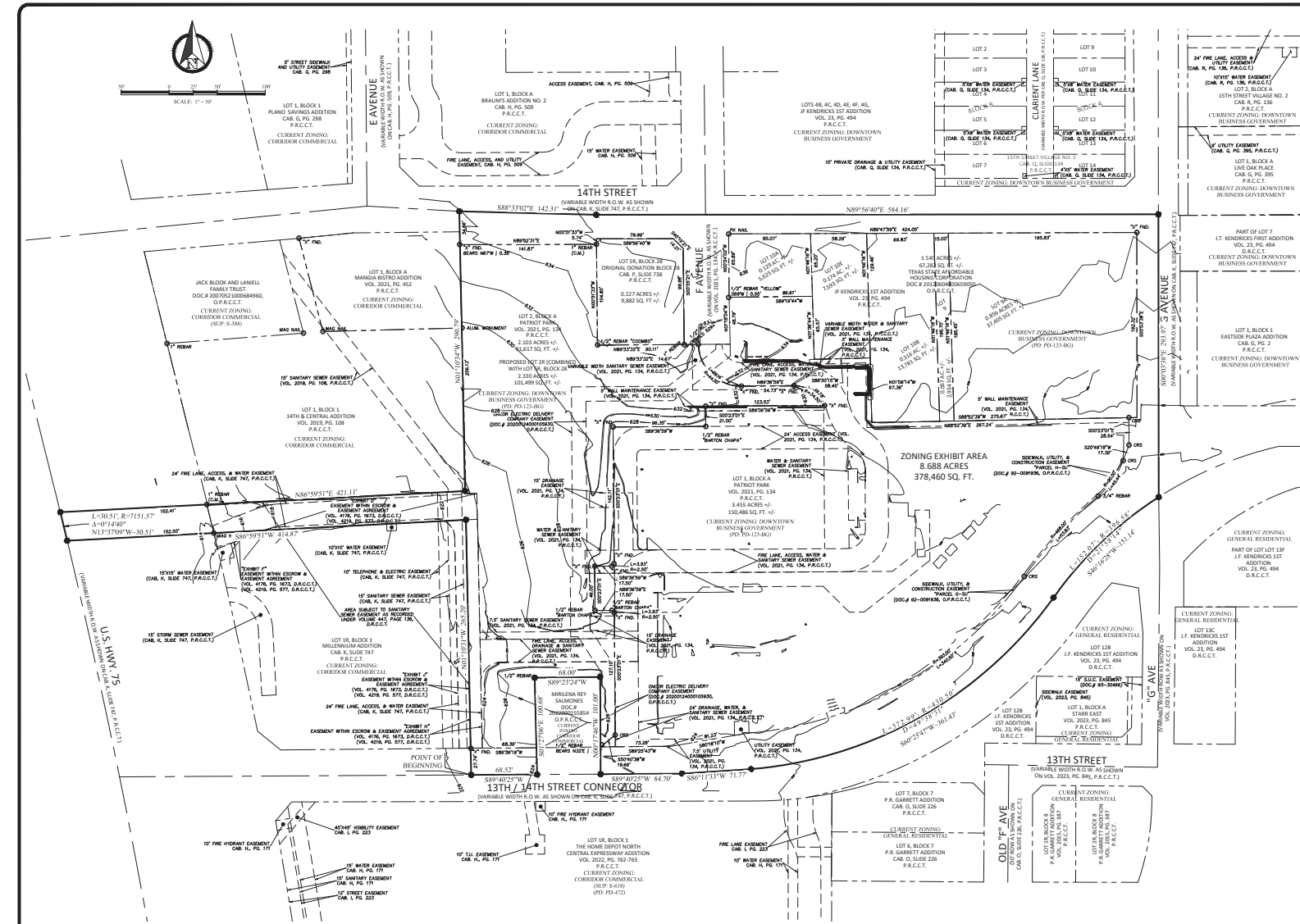
To the south of the subject property, there is a single-family residence. In PD-123-BG, one of the provisions requires a landscape buffer and a 6-foot-tall solid fence to be maintained within the setback. The fence has been installed on the site, but no additional landscaping has been provided. There is currently an ONCOR utility box within that buffer, which the applicant has agreed to remove and relocate; however, they have not demonstrated the ability to relocate without impacting other required site improvements. The landscape buffer will be required to be planted before the start of construction.

SUMMARY:

The applicant is requesting to expand PD-123-BG to include additional acreage and add noise and air mitigation standards for their 129-unit multifamily development based on location within the EHA. These units were previously approved on a smaller lot; therefore, the request does not increase the number of units or density. The current design of the buildings will allow limited flexibility with the structural engineering plans that are required at future design stages. The request is consistent with the Comprehensive Plan, and staff is in support of the request.

RECOMMENDATION:

Recommended for approval as submitted pending the Planning & Zoning Commission's determination on the sufficiency of proposed EHA mitigation measures.



PROPERTY DESCRIPTION

BEING all of Lot 1 (deeded to Plano Family 001, LP, recorded in document number 201611001482000) and Lot 2 (deeded to Regency Property Investors, LP, recorded in document number 20211008002065860), Block A, Patriot Park, an addition in the City of Plano, Collin County, Texas, according to the plat recorded volume 2021, page 134, Plat Records, Collin County, Texas, together with all of Lot 9B, Block 28, Original Donation Block 28 (deeded to Michael and Pamela Walker, LP, recorded in document number 19990510001137940), an addition in the City of Plano, Collin County, Texas, according to the plat recorded in cabinet P, slide 738, of said Plat Records, together with a tract of land described by deed to Texas State Affordable Housing Corporation as recorded under Document Number 20120604000060000, Official Public Records, Collin County, Texas (inclusive of lots 9A, 9B, 9C, 9D, 9E, 9F, 9G, 9H, 9I, 9J, 9K, 9L, 9M, 9N, 9O, 9P, 9Q, 9R, 9S, 9T, 9U, 9V, 9W, 9X, 9Y, 9Z, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 10J, 10K, 10L, 10M, 10N, 10O, 10P, 10Q, 10R, 10S, 10T, 10U, 10V, 10W, 10X, 10Y, 10Z, 11A, 11B, 11C, 11D, 11E, 11F, 11G, 11H, 11I, 11J, 11K, 11L, 11M, 11N, 11O, 11P, 11Q, 11R, 11S, 11T, 11U, 11V, 11W, 11X, 11Y, 11Z, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 12H, 12I, 12J, 12K, 12L, 12M, 12N, 12O, 12P, 12Q, 12R, 12S, 12T, 12U, 12V, 12W, 12X, 12Y, 12Z, 13A, 13B, 13C, 13D, 13E, 13F, 13G, 13H, 13I, 13J, 13K, 13L, 13M, 13N, 13O, 13P, 13Q, 13R, 13S, 13T, 13U, 13V, 13W, 13X, 13Y, 13Z, 14A, 14B, 14C, 14D, 14E, 14F, 14G, 14H, 14I, 14J, 14K, 14L, 14M, 14N, 14O, 14P, 14Q, 14R, 14S, 14T, 14U, 14V, 14W, 14X, 14Y, 14Z, 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 15I, 15J, 15K, 15L, 15M, 15N, 15O, 15P, 15Q, 15R, 15S, 15T, 15U, 15V, 15W, 15X, 15Y, 15Z, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 16I, 16J, 16K, 16L, 16M, 16N, 16O, 16P, 16Q, 16R, 16S, 16T, 16U, 16V, 16W, 16X, 16Y, 16Z, 17A, 17B, 17C, 17D, 17E, 17F, 17G, 17H, 17I, 17J, 17K, 17L, 17M, 17N, 17O, 17P, 17Q, 17R, 17S, 17T, 17U, 17V, 17W, 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REGENCY RESIDENCES NOISE STUDY

CSTI REPORT NO. R-1333-0
CSTI PROJECT NO. 6967

22 APRIL 2024

Prepared By:
CSTI acoustics

Prepared For:
Cross Architects

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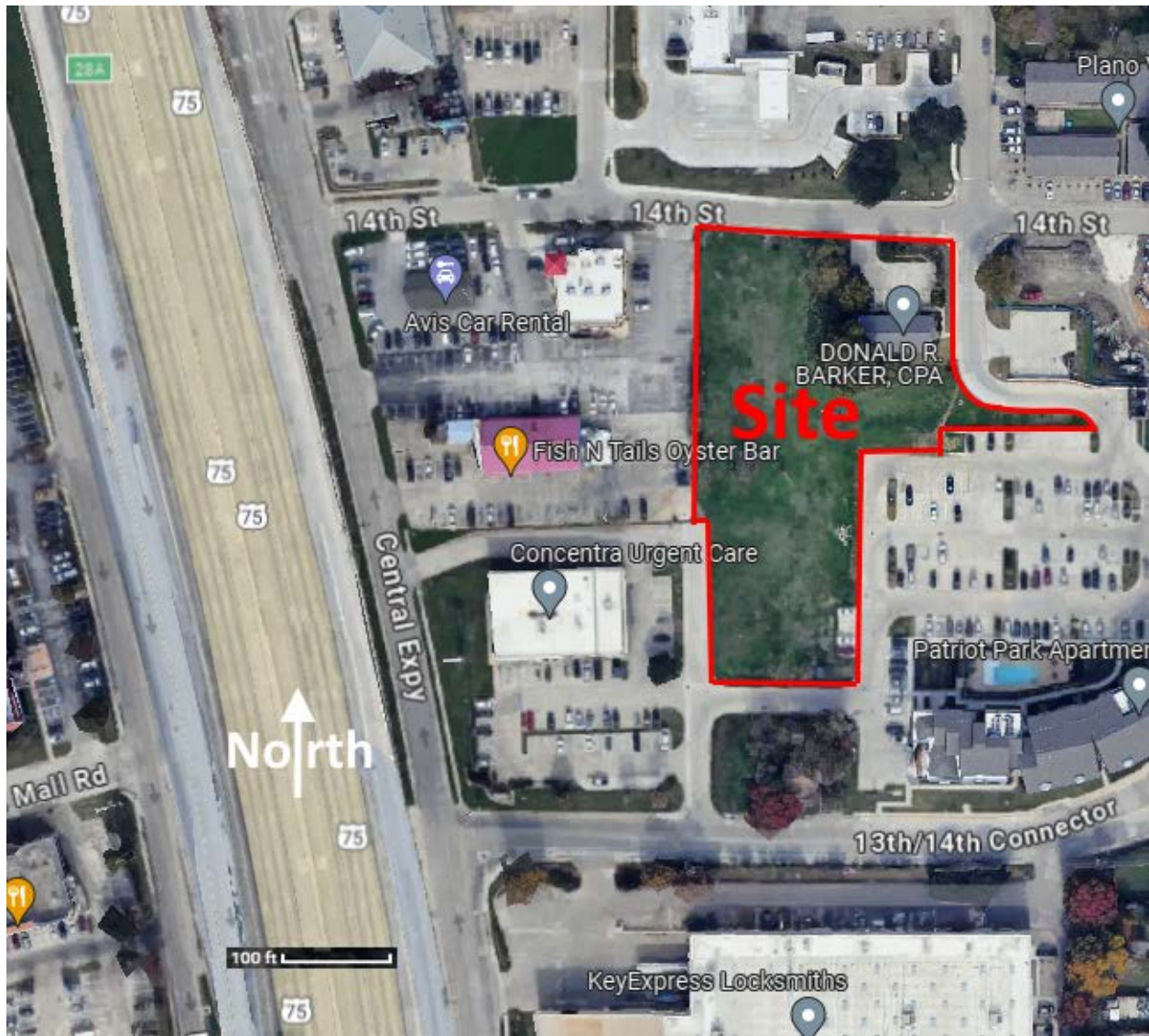
1. INTRODUCTION

Collaboration in Science and Technology Inc. (CSTI acoustics) conducted a noise study for the proposed Regency residences in Plano, Texas. This report presents the results of our noise study of the proposed project.

1.1 Site Information

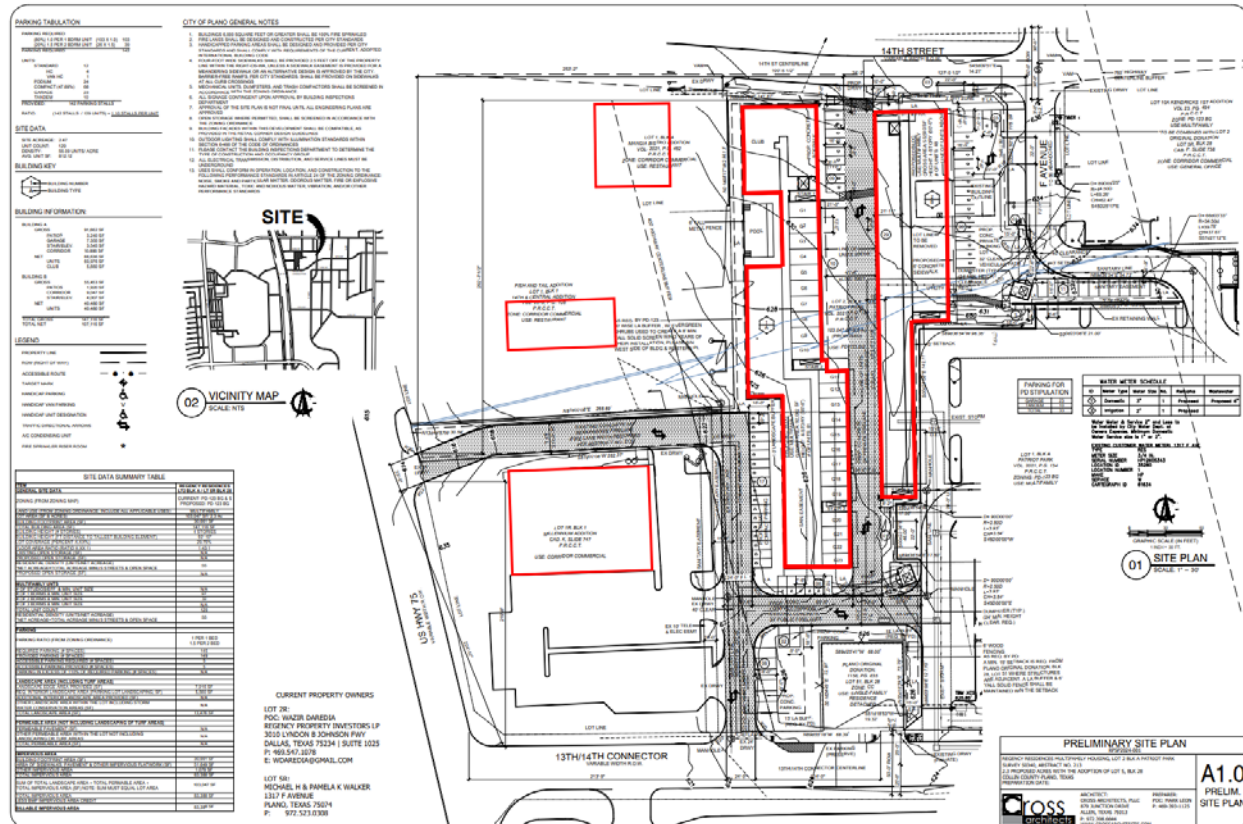
The project will consist of two four-story buildings for multi-family residential use. The site is located about 300 ft east of US Highway 75 between 13th/14th Connector and 14th Street. An aerial photograph of the site is shown in Figure 1 with the proposed development site outlined in red. As shown, most of the site is currently a field.

Figure 1. Aerial Showing Proposed Site



The site and proposed buildings are shown in Figure 2. The proposed multifamily buildings are outlined with a thick red line. The approximate location of other existing buildings between Highway 75 and the site are shown with outlines in a thinner red line.

Figure 2. Site Plan for Proposed Project



1.2 Preparer Qualifications

The noise study was conducted under the direction of Mr. Arno Bommer of CSTI acoustics. Mr. Bommer has been employed by CSTI acoustics since 1987. He is a 1982 graduate of MIT and has been working as an acoustical consultant since 1982. He is a member of the Acoustical Society of America and is board certified by the Institute of Noise Control Engineering (INCE/USA). He was awarded the Laymon N. Miller Award for Excellence in Acoustical Consulting by INCE/USA in 2022.

1.3 Noise Criteria

The Plano requirements for the noise analysis are summarized in the EHA Site Analysis Checklist. The checklist presents classifications of EHA-2 and EHA-1 as follows:

EHA-2 identifies areas where outdoor noise levels are greater than or equal to 75 dBA L_{dn} . Sensitive Land Uses are generally inappropriate in EHA-2, but may be appropriate if satisfactory mitigation is achieved.

EHA-1 identifies areas where outdoor noise levels are greater than or equal to 65 dBA L_{dn} and less than 75 dBA L_{dn} . Sensitive Land Uses are appropriate in EHA-1 if satisfactory mitigation is achieved.

The L_{dn} (also sometimes abbreviated as DNL) is an energy average of the A-weighted sound levels across a 24-hour period with a 10 A-weighted decibel (dBA) penalty added to sound

occurring at night; this penalty is added because people are more sensitive to sound during the night.

The U.S. Department of Housing and Urban Development (HUD) also uses L_{dn} limits of 65 and 75 dBA for projects with the following standards:

- Acceptable: Day/Night Noise Level (DNL/ L_{dn}) of 65 decibels (dBA) or less
- Normally Unacceptable: Exceeding a DNL/ L_{dn} of 65 dBA but not exceeding 75 dBA; however, it can be acceptable if an interior DNL/ L_{dn} noise goal of 45 dBA is met.
- Unacceptable: Exceeding a DNL/ L_{dn} of 75 dBA

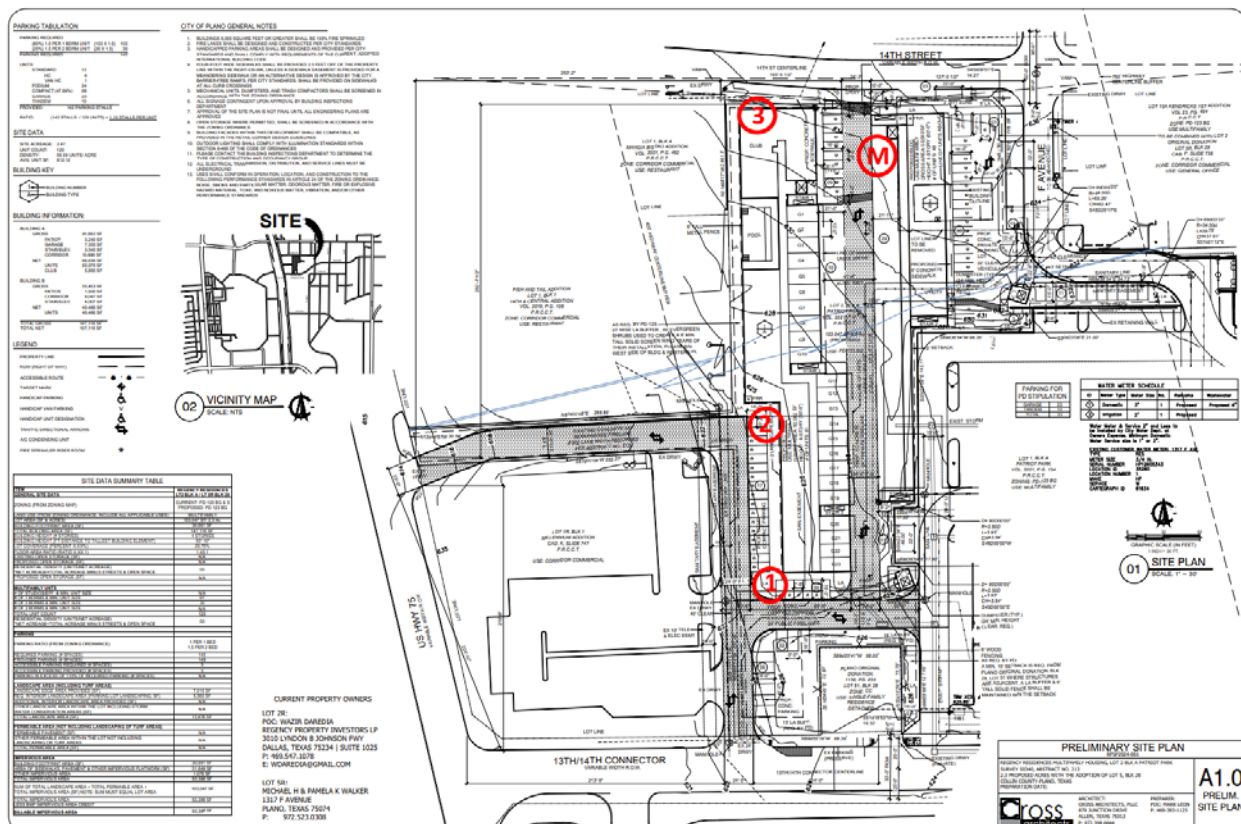
Because of the variability in building construction, HUD normally uses a 65 L_{dn} criterion for exterior residential sound levels. If the sound level exceeds 65 L_{dn} , HUD's first recommendation is to relocate the housing. Their second preference is to construct a barrier, which will reduce sound levels in the yard and inside the dwelling (at least on the first floor). The third option is to improve the construction of the dwelling to achieve a 45 L_{dn} inside, though the exterior sound level will still exceed 65 L_{dn} and may be unacceptable to some people.

HUD used to prohibit private balconies exposed to high sound level (over 65 L_{dn}). HUD revised their guidelines in 2016 and now allows balconies with sound levels of 65 to 75 L_{dn} since the balconies are considered ancillary to the indoor environment and are not required for the full functioning of the dwelling unit.

2. NOISE MEASUREMENTS

Sound measurements were made at the site by CSTI acoustics on March 27 to 28, 2024. A map showing the sound measurement positions is shown in Figure 3.

Figure 3. Site Plan Showing Sound Measurement Positions



The coordinates of the measurement positions are presented in Table 1.

Table 1. Coordinates of Sound Measurement Positions

Site	Site Coordinates	
	Latitude	Longitude
M	33.018378	-96.707039
1	33.017367	-96.707356
2	33.017750	-96.707389
3	33.018461	-96.707419

2.1 Weather During Noise Measurements

The following table summarizes the weather conditions at the nearby Dallas Love Field over the period of the sound monitoring.

Table 2. Weather Conditions

Date	Time	Temperature	Humidity	Conditions	Wind	
					Speed	Direction
3/27	1:00 PM	61 °F	39%	Mostly cloudy	5 mph	ESE
	6:00 PM	64 °F	40%	Mostly cloudy	6 mph	E
	11:00 PM	56 °F	53%	Partly cloudy	5 mph	E
3/28	4:00 AM	48 °F	68%	Fair	5 mph	N
	9:00 AM	52 °F	63%	Fair	3 mph	Various
	1:00 PM	66 °F	50%	Fair	8 mph	SSE

These conditions can be considered normal with nothing that would significantly affect sound levels (no rain, no wet pavement, and no excessive wind speeds).

2.2 Acoustical Instrumentation

The sound measurements were made with calibrated, Type 1 sound levels meters. The following equipment was used:

Table 3. Acoustical Instrumentation

Equipment	Model	Serial Number
Sound Level Meter (24 Hrs)	Rion NL-62	01030561
Sound Level Meter (30-minute)	Rion NA-28	01260228
Sound Calibrator	Rion NC-74	34883949

All equipment was calibrated before and after the measurements with no significant change. The calibration certificates are presented in Appendix A.

2.3 24-hour Monitoring Results

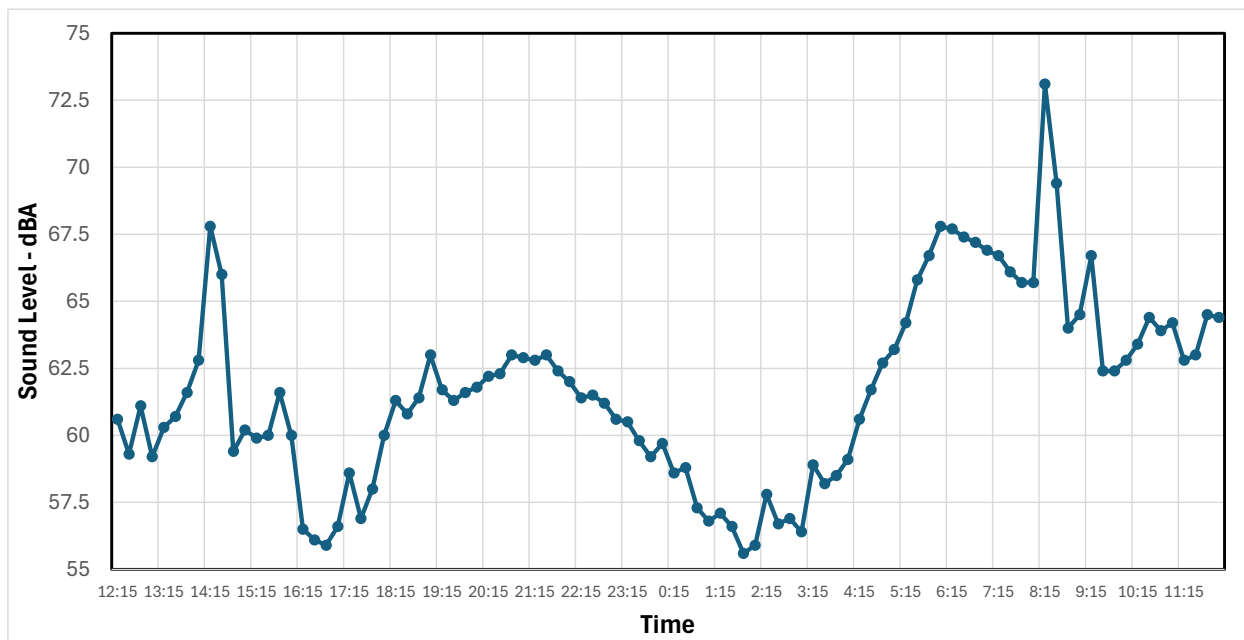
A sound monitor was set up at the site to measure sound levels continuously for 24 hours. The monitor was set up at Position M identified in Figure 3. This location was selected because it was at a location on the future development site that was exposed to traffic noise from the highway, was at a "safe" location where it was unlikely to be tampered with. A photograph of the monitor is shown in Figure 4.

Figure 4. Photo of 24-Hr Sound Monitor



The 24-hour data is summarized in Figure 5. The average (Leq) sound level is given for each 15-minute interval. The measurements start on March 27 and end on March 28.

Figure 5. 24-Hr Sound Monitoring Data



The spike at 2:15 pm was caused by mechanical noise and backup alarms, not by the traffic. The spike around 8:15 am was caused by nearby leaf blowers. Most of the other noise is caused by traffic noise on Highway 75. The traffic noise is about 60 to 63 dBA during the afternoon rush and 65 to 68 dBA during the morning rush. At times when traffic is lower, the sound level is 56 to 60 dBA.

The L_{dn} for the 24-hour period is 69 dBA. With the brief, loud, non-traffic noises excluded, the L_{dn} for the 24-hour period is still 69 dBA. The greatest contribution to the 24-hour L_{dn} is the traffic noise from 5:00 to 7:00 am (the L_{dn} includes a 10-dBA penalty for sounds before 7 am).

2.4 30-minute Monitoring Results

Below are the results for the 30-Minute sound measurements. Each 30-minute period is divided into six 5-minute periods. The microphone for each position was at about ear level (5-ft). In the table, we present the L90, Leq, and L10 for each sample. The L90 is the sound level exceeded for 90% of the sample, and the L10 is the sound level exceeded for 10% of the sample, so 80% of the data falls in this range.

The Leq is an energy average and is used in the calculation of the L_{dn} . The Leq is given for each 5-minute period and for each 30-minute total. The 30-minute Leqs are used in the model verification.

Table 4. 30-Minute Sound Levels

Site	Time (3/27)	Sound Level - dBA		
		L90	Leq	L10
1	2:27 pm	65	66	67
	2:32 pm	63	65	66
	2:37 pm	65	66	67
	2:42 pm	63	65	66
	2:47 pm	63	66	67
	2:52 pm	62	64	66
	Total	-	65.4	-
2	2:59 pm	61	63	65
	3:04 pm	62	64	65
	3:09 pm	62	64	65
	3:14 pm	61	63	64
	3:19 pm	62	64	66
	3:24 pm	61	63	65
	Total	-	63.5	-
3	3:30 pm	59	62	64
	3:35 pm	58	61	63
	3:40 pm	58	60	63
	3:45 pm	59	61	63
	3:50 pm	59	62	64
	3:55 pm	59	62	64
	Total	-	61.4	-

2.5 Traffic Counts

During the 30-minute sound-measurement samples, we made traffic counts of the traffic on Highway 75, which is the dominant sound source in the area. This was conducted by counting traffic and making a video that was later analyzed to determine total traffic for each 30-minute period. The observation location was an upper window of the nearby Studio 6 Motel that overlooks the highway.

Table 5. Traffic Counts During Sound Measurements

Site being measured	Start Time (3/27)	Traffic Counts			
		Cars	Medium Trucks	Heavy Trucks	Total
1	2:24 pm	6970	225	291	7486
2	2:55 pm	8585	277	358	9220
3	3:24 pm	7714	249	322	8285

3. ESTIMATED NOISE FROM NOISE MODELING

The noise modeling was conducted using TNM 2.5. The model considers the 3D site layout, the location and sound power levels of vehicles at different speeds, and sound shielding and reflections from buildings and topography. The model was created using the current site layout including the topography of the highway, which slopes up for the E. 15th Street overpass, and for buildings between the highway and the site.

3.1 Model Verification

To verify the noise model, the Leq sound levels measured at the three locations of the 30-minute measurements were compared with the noise modeling results at these same locations based on the traffic counts obtained during the measurements. The following table summarizes the comparison.

Table 6. Model Verification

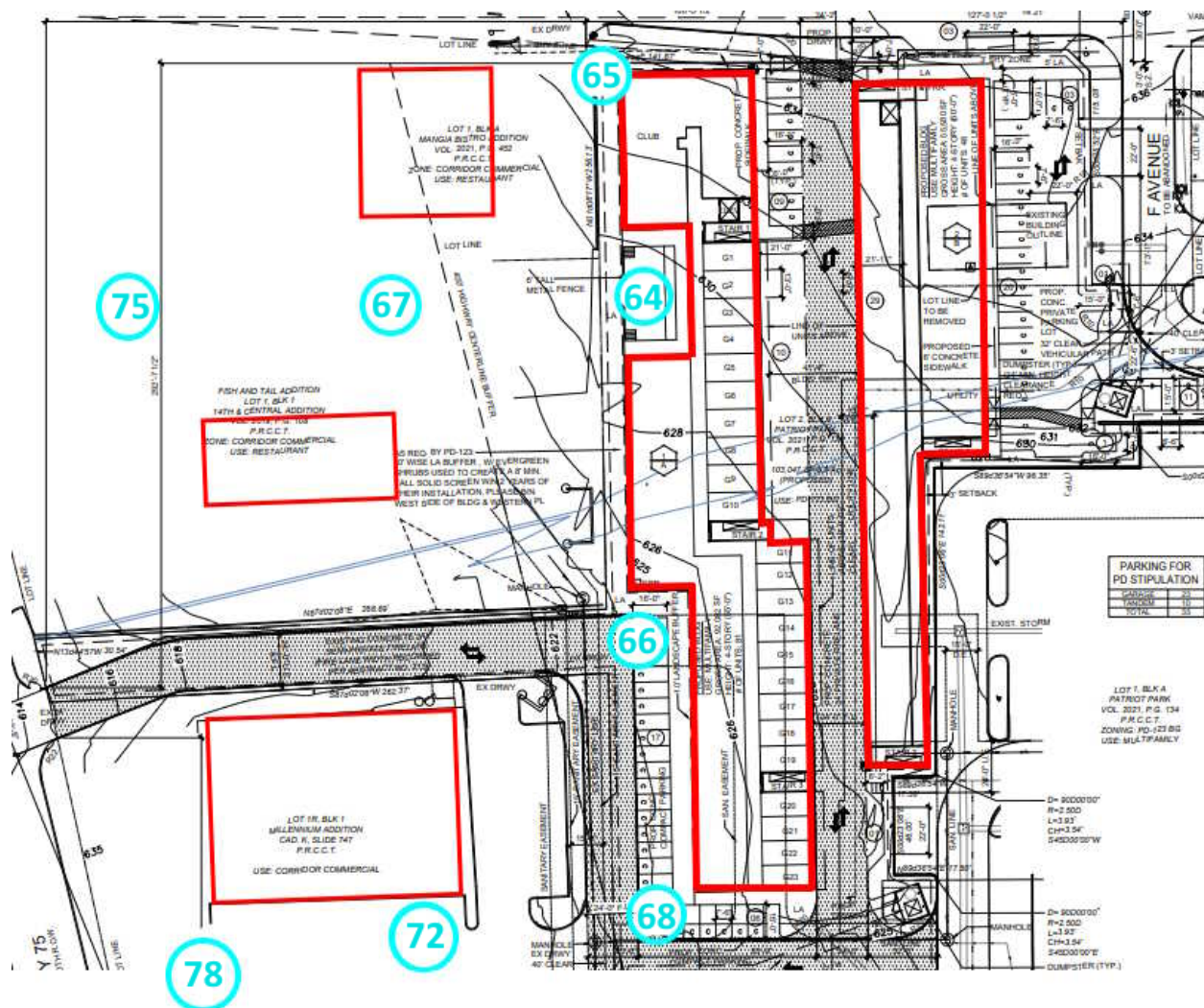
Site	Measured - dBA	Modeled - dBA	Difference - dBA
1	65.4	65.1	0.3
2	63.5	63.6	-0.1
3	61.4	62.6	-1.2

As shown, the measurement results and modeling results are very similar, showing that the model accurately predicts sound levels from the highway and that the highway is the dominant sound source in the area.

3.2 Modeling of Existing Conditions

We modeled existing conditions using traffic data from TxDOT's Statewide Traffic Analysis and Reporting System (STARS II) and the distribution of traffic data over 24 hours from the Plano EHA Analysis Checklist (assuming the current time distribution is similar to that forecast for 2040).

Figure 6. L_{dn} Noise Modeling of Current Traffic



3.3 Modeling of 2040 Conditions

Figure 7 presents the projected traffic data for 2040 from the Plano EHA Site Analysis Checklist.

Figure 7. 2040 Traffic Data

Table 1 – 2040 Traffic: used in Plano Expressway Corridor Environmental Health Map

Dallas North Tollway		2040 AADT	Speed (mph)	Histogram Used
Mainline*		177,039	70	Plano DNT
Dallas Parkway NB (Frontage Road)		20,867	45	Plano DNT
Dallas Parkway SB (Frontage Road)		22,133	45	Plano DNT
President George Bush Turnpike		2040 AADT	Speed (mph)	Histogram Used
Mainline*		167,978	70	Plano DNT
President George Bush Hwy (TX 190) EB (Frontage Road)		16,062	55	Plano DNT
President George Bush Hwy (TX 190) WB (Frontage Road)		16,253	55	Plano DNT
Sam Rayburn Tollway		2040 AADT	Speed (mph)	Histogram Used
Mainline*		141,311	70	Plano DNT
TX 121 EB (Frontage Road)		44,506	55	Plano DNT
TX 121 WB (Frontage Road)		50,241	55	Plano DNT
US 75		2040 AADT	Speed (mph)	Histogram Used
Mainline*		248,563	70	Plano US 75
Central Expressway NB (Frontage Road)		39,871	50	Plano DNT
Central Expressway SB (Frontage Road)		33,605	50	Plano DNT
Ramps		2040 AADT	Speed (mph)	Histogram Used
Sam Rayburn to Dallas North Tollway		11,658	50	Plano DNT
Dallas North Tollway to Sam Rayburn		14,606	50	Plano DNT
US 75 to President George Bush Turnpike		10,253	50	Plano US 75
President George Bush Turnpike to US 75		13,858	50	Plano US 75

* Assume 50/50 split per direction on mainlines

Table 2 – Average Hourly Histogram for 2040

Average Hourly Histogram									
Plano DNT					Plano US 75				
Hour	Cars	Medium Trucks	Heavy Trucks	Total	Hour	Cars	Medium Trucks	Heavy Trucks	Total
0-1h	1.43%	0.04%	0.03%	1.50%	0-1h	0.65%	0.02%	0.03%	0.71%
1-2h	1.43%	0.04%	0.03%	1.50%	1-2h	0.33%	0.01%	0.02%	0.36%
2-3h	1.43%	0.04%	0.03%	1.50%	2-3h	0.22%	0.01%	0.01%	0.23%
3-4h	1.43%	0.04%	0.03%	1.50%	3-4h	0.19%	0.01%	0.01%	0.21%
4-5h	1.43%	0.04%	0.03%	1.50%	4-5h	0.22%	0.01%	0.01%	0.23%
5-6h	1.43%	0.04%	0.03%	1.50%	5-6h	0.68%	0.02%	0.04%	0.74%
6-7h	4.77%	0.14%	0.09%	5.00%	6-7h	2.16%	0.07%	0.11%	2.34%
7-8h	8.59%	0.25%	0.16%	9.00%	7-8h	5.85%	0.19%	0.30%	6.34%
8-9h	7.63%	0.23%	0.14%	8.00%	8-9h	6.73%	0.22%	0.35%	7.30%
9-10h	4.77%	0.14%	0.09%	5.00%	9-10h	4.32%	0.14%	0.23%	4.69%
10-11h	2.86%	0.08%	0.05%	2.99%	10-11h	4.19%	0.14%	0.22%	4.54%
11-12h	4.77%	0.14%	0.09%	5.00%	11-12h	5.13%	0.17%	0.27%	5.57%
12-13h	6.68%	0.20%	0.12%	7.00%	12-13h	6.34%	0.21%	0.33%	6.88%
13-14h	4.77%	0.14%	0.09%	5.00%	13-14h	6.03%	0.20%	0.31%	6.54%
14-15h	2.86%	0.08%	0.05%	2.99%	14-15h	5.76%	0.19%	0.30%	6.24%
15-16h	2.86%	0.08%	0.05%	2.99%	15-16h	6.34%	0.21%	0.33%	6.88%
16-17h	6.68%	0.20%	0.12%	7.00%	16-17h	6.85%	0.22%	0.36%	7.43%
17-18h	9.54%	0.28%	0.18%	10.00%	17-18h	7.74%	0.25%	0.40%	8.40%
18-19h	6.68%	0.20%	0.12%	7.00%	18-19h	7.05%	0.23%	0.37%	7.65%
19-20h	4.77%	0.14%	0.09%	5.00%	19-20h	5.37%	0.17%	0.28%	5.82%
20-21h	2.86%	0.08%	0.05%	2.99%	20-21h	4.19%	0.14%	0.22%	4.55%
21-22h	2.86%	0.08%	0.05%	2.99%	21-22h	2.98%	0.10%	0.16%	3.23%
22-23h	1.43%	0.04%	0.03%	1.50%	22-23h	1.83%	0.06%	0.10%	1.98%
23-24h	1.43%	0.04%	0.03%	1.50%	23-24h	1.05%	0.03%	0.05%	1.14%
Total	95.39%	2.78%	1.78%	99.95%	Total	92.20%	3.00%	4.80%	100.00%

Planning Department, Development Review Division

1520 K Avenue • Plano, TX 75074 • 972.941.7151 • 972.941.7396 fax • www.planoplanning.org

Figure 8 shows the modeled noise levels at ear level above grade at selected locations for 2040 traffic conditions.

Figure 8. L_{dn} Noise Modeling of 2040 Traffic

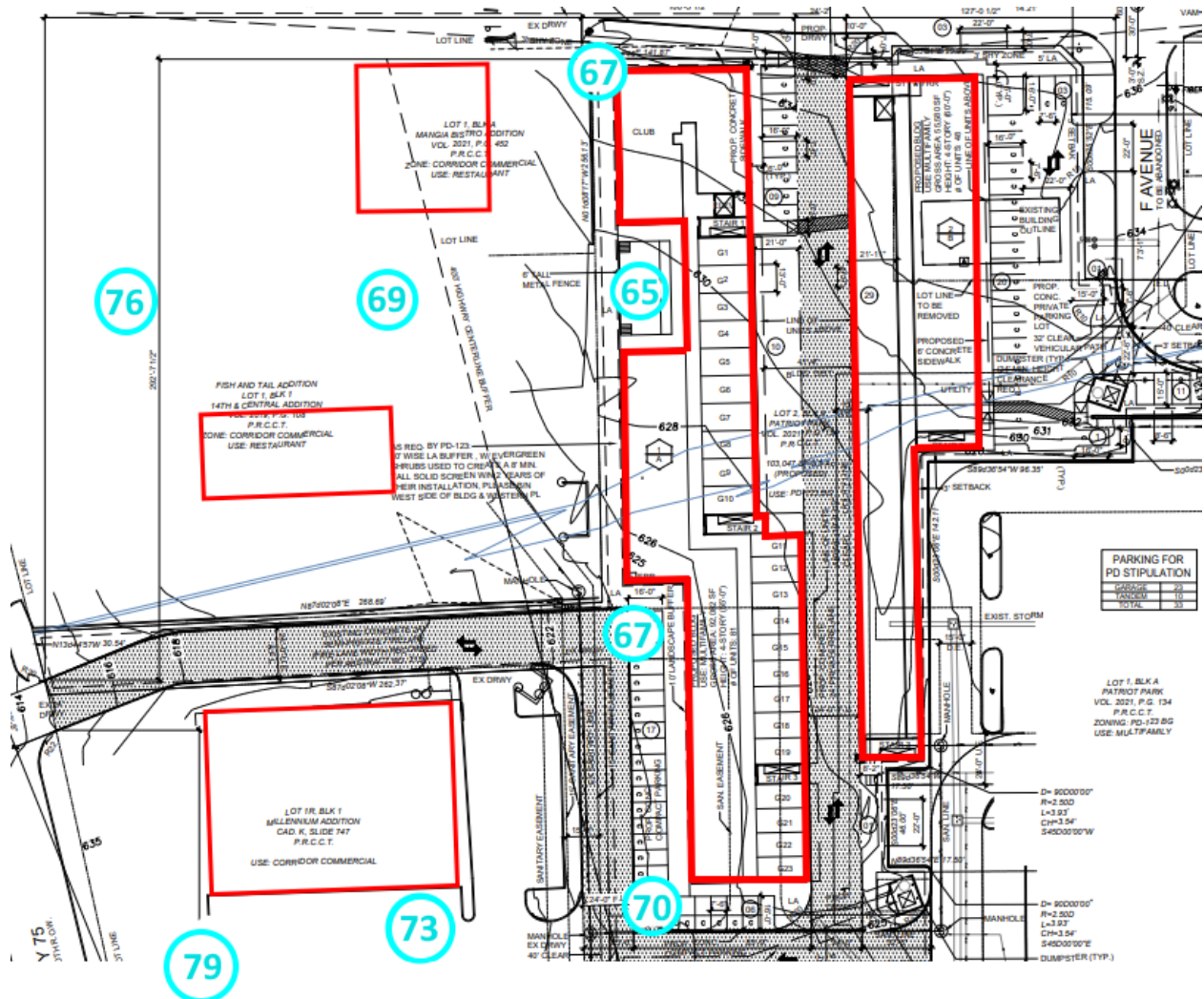


Figure 9 shows the locations where we modeled sound levels along the façade of the proposed building. We modeled on the west façade of the west building facing Highway 75, as it will have the greatest noise exposure. The proposed building to the east will be shielded by the building to the west.

Figure 9. Noise Modeling Locations on Building Facade

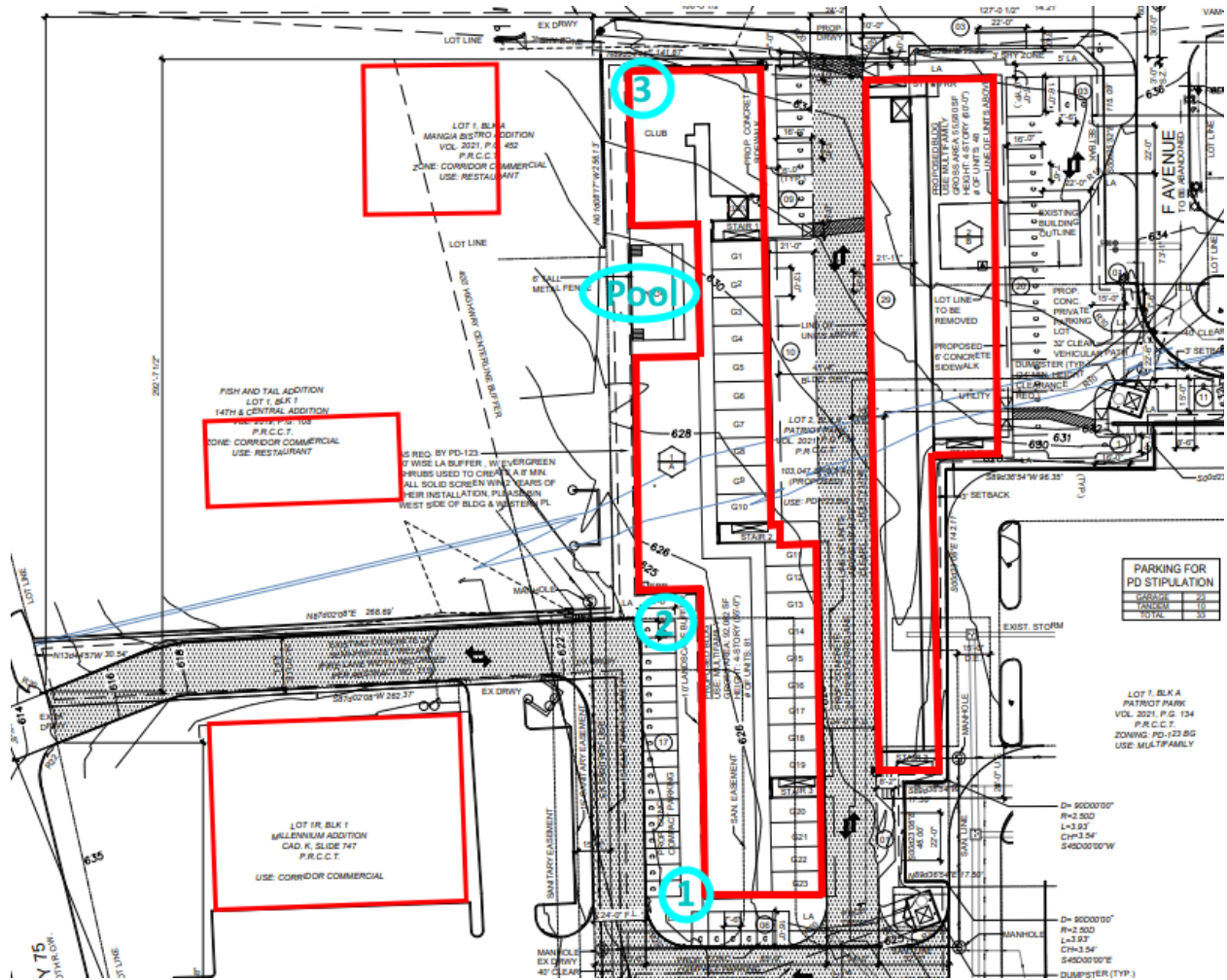


Table 7 summarizes the results of the noise modeling for 2040 along the west façade of the building closest to the highway.

Table 7. L_{dn} Noise Modeling Summary for 2040

L_{dn} at Different Locations on Different Floors				
Location	Floor 1	Floor 2	Floor 3	Floor 4
Site 1	69.5	72.3	74.3	75.8
Site 2	67.1	70.1	73.4	75.2
Site 3	66.5	71.2	73.4	74.5
Pool	65.0	-	-	-

As shown, sound levels are lowest on the first level of the façade. This is due to the effects of topography and shielding from the buildings between the highway and the proposed building. At the swimming pool, the sound level is right at 65.0 L_{dn} . At the other façade locations on Floors 1 to 3, sound levels range from 66.5 to 74.3 L_{dn} .

At façade Sites 1 and 2 on Floor 4, sound levels range from 75.2 to 75.8 L_{dn} . At Floor 4 of Site 3, sound levels are just below 75 L_{dn} because Site 3 is slightly further from Highway 75 than Sites 1 and 2 (the highway slants away from the site to the north).

4. NOISE MITIGATION

For outdoor uses such as the swimming pool, the noise criterion is 65 L_{dn} . This is the exact level that we have modeled for 2040 traffic at the pool with no noise treatments. The building plans call for a metal wall to be built west of the pool. Depending on the exact height of the wall, it will provide about 5 dBA or reduction, providing about a 5-dBA margin below the 65 L_{dn} criterion.

For the façade of the proposed residential building, the main concerns are with the sound levels on the upper floors. These are more than 25 ft above ground level. At this elevation, a 20-ft tall noise barrier would have little or no effect. For the top floor, even a 30-ft tall barrier would have little or no effect. Because of this, our proposed mitigation concentrates on the exterior wall of the building providing sufficient sound isolation.

The Plano Expressway Corridor Environmental Health Study calls for the planned building construction type and window conditions to be evaluated to determine if exterior sound levels over 65 L_{dn} will be reduced to 45 L_{dn} or below inside rooms with sensitive uses.

This is comparable to the guidelines of the Department of Housing and Urban Development (HUD), which include procedures for meeting an interior noise limit of 45 L_{dn} when exterior noise levels exceed 65 L_{dn} .

The basic methodology used by HUD is to calculate the composite STC of the wall, window, and door (weighted by the surface area), subtract this from the exterior L_{dn} , and add 3 dBA to get the interior L_{dn} .

The planned design of the walls calls for the following construction:

- Fiber cement board on batten on building wrap over 5/8" Type X exterior gypsum sheathing
- 2x6 wood studs 16" o.c.
- R-15 fiberglass batt insulation
- 5/8" Type X gypsum board

For this construction, we calculated an STC rating of 39.

Windows are standard double pane. Typical STC values for this type of window are 27 to 30.

Doors are metal, insulated doors. Typical STC values for this type of door are about 30.

The exact surface areas of the walls, windows, and doors have not yet been determined. The following table presents acceptable ranges of sizes and STC values necessary for meeting the indoor noise criterion of 45 L_{dn} based on different exterior L_{dn} values:

Table 8. Acceptable Window and Door Areas and STC Ratings

Exterior L_{dn} :	65	70	74		76	
Wall STC rating	39	39	39	39	39	39
Maximum % combined window and door area/wall area	100%	100%	100%	44%	100%	40%
Minimum window and door STC ratings	23	28	32	29	34	31

When exact dimensions and STC ratings are determined, these values can be tweaked using HUD's online calculation program called STraCAT:

<https://www.hudexchange.info/stracat/>

For the building facades facing east and the west-facing façade of the east building, exterior sound levels will be below 65 L_{dn} , so there are no limits on the building construction.

Current plans call for decks/patios for all units. As discussed in Section 1 of this report, HUD allows balconies with sound levels of 65 to 75 L_{dn} since the balconies are considered ancillary to the indoor environment and are not required for the full functioning of the dwelling unit. However, we have modeled sound levels of 75.2 to 75.8 L_{dn} on the 4th floor at Positions 1 to 2. Either the decks should be omitted on the 4th floor or treatments must be devised to provide at least 1 dBA of reduction on the decks such as with partial barriers and sound absorption.

We propose that the 4th-floor rooms be acceptable with the exterior sound level marginally above the 75 L_{dn} limit as long as interior sound levels are below 45 L_{dn} as discussed in the table above.

5. RESULTING NOISE EXPOSURE

As discussed in Section 3, calculated 2040 sound levels range from about 65 L_{dn} on the 1st floor of the west façade of the west building to just over 75 L_{dn} on the 4th floor of the west façade of the west building. Typically, a difference in sound level of 1 to 2 dBA is not noticeable, and a difference of 3 to 4 dBA is barely noticeable. The difference between 74 dBA and 76 dBA is generally not noticeable, but 75 L_{dn} is the guideline for the exterior noise limit. Our modeling shows this being marginally exceeded (by 0.2 to 0.8 dBA) on some rooms of the 4th floor.

With respect to interior sound levels, the exterior sound limit is not significant as long as the interior limit is met. The building construction discussed in Section 4 will reduce interior sound levels below 45 L_{dn} .

The exact mechanical venting locations have not yet been determined as an MEP engineer has not yet been selected. Typically all ventilation would come out at the floor truss location and each unit would have three 6" exhaust lines: restroom, utility and kitchen. each unit would have a single intake for the air handler that would also be located in the same floor truss space.

6. SUMMARY



CSTI acoustics conducted a noise study for the proposed Regency Residences in Plano Texas. The study consisted of sound measurements, modeling, and recommendations for noise mitigation.

For the year 2040, modeled sound levels on the façade of the building with the greatest exposure to traffic noise from Highway 75 range from 65 to 75 L_{dn} at most locations, with the highest sound levels on the upper floors where there is less shielding. For the top (4th) floor, the maximum sound levels exceed 75 L_{dn} by 0.2 to 0.8 dBA. The building construction discussed in Section 4 is designed to meet the interior noise goal of 45 L_{dn} .

HUD allows decks/patios with sound levels between 65 and 75 L_{dn} . Most decks on the west façade of the west building will be exposed to these levels. However, the decks on most units of the 4th floor will be exposed to 70.2 to 70.8 L_{dn} . These decks could be removed from the plans or treatments could be applied such as with partial barriers and sound absorption.

The 65 L_{dn} noise limit for the pool is exactly met without any noise barriers. The proposed metal wall will further reduce sound levels below this limit.

APPENDIX A – EQUIPMENT CALIBRATION CERTIFICATES

ISO 17025: 2017, ANSI/NCSL Z540:1994 Part 1
ACCREDITED by NVLAP (an ILAC MRA signatory)

NVLAP Lab Code: 200625-0

Calibration Certificate No.48278

Instrument: Sound Level Meter
Model: NL62
Manufacturer: Rion
Serial number: 01030561
Tested with: Microphone UC-59L s/n 02176
Preamplifier NH26 s/n 00603
Type (class): 1
Customer: CSTI Acoustics
Tel/Fax: 281-492-2784 / 281-492-1434

Date Calibrated: 6/20/2022 **Cal Due:**
Status:

Received	Sent
X	X

In tolerance:

--	--

Out of tolerance:

--	--

See comments:

--	--

Contains non-accredited tests: Yes ☐ No ☒
Calibration service: Basic ☐ Standard ☒
Address: 16155 Park Row Blvd., Suite 150,
Houston, TX 77084-6971

Tested in accordance with the following procedures and standards:
Calibration of Sound Level Meters, Scantek Inc., Rev. 6/26/2015
SLM & Dosimeters – Acoustical Tests, Scantek Inc., Rev. 7/6/2011

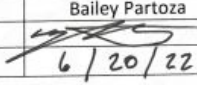
Instrumentation used for calibration: Nor-1504 Norsonic Test System:

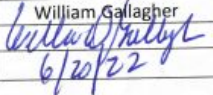
Instrument - Manufacturer	Description	S/N	Cal. Date	Traceability evidence	Cal. Due
				Cal. Lab / Accreditation	
483B-Norsonic	SME Cal Unit	31052	Nov 8, 2021	Scantek, Inc./ NVLAP	Nov 8, 2022
DS-360-SRS	Function Generator	88077	Dec 3, 2020	ACR Env./ A2LA	Dec 3, 2022
34401A-Agilent Technologies	Digital Voltmeter	MY47011118	Mar 10, 2022	ACR Env. / A2LA	Mar 10, 2023
PTU300-Valsala	Environmental Monitor	P5011262	Sept 10, 2021	ACR Env./ A2LA	Sept 10, 2022
PC Program 1019 Norsonic	Calibration software	v.6.1T	Validated Nov 2014	Scantek, Inc.	-
1251-Norsonic	Calibrator	30878	Oct 27, 2021	Scantek, Inc./ NVLAP	Oct 27, 2022

Instrumentation and test results are traceable to SI (International System of Units) through standards maintained by NIST (USA) and NPL (UK).

Environmental conditions:

Temperature (°C)	Barometric pressure (kPa)	Relative Humidity (%)
22.7	100.96	38.5

Calibrated by: Bailey Partoza
Signature: 
Date: 6/20/22

Authorized signatory: William Gallagher
Signature: 
Date: 6/20/22

Calibration Certificates or Test Reports shall not be reproduced, except in full, without written approval of the laboratory.
This Calibration Certificate or Test Reports shall not be used to claim product certification, approval or endorsement by NVLAP, NIST, or any agency of the federal government.
Document stored Y:\Calibration Lab\SLM 2022\RIONL62_01030561_M1.doc

Page 1 of 2

Certificate Number: 61002178
Issue Date: 13/09/2023
DD/MM/YYYY

CALIBRATION CERTIFICATE

Customer Name: 01260228

Description: PRECISION SOUND LEVEL METER

Model Name: NA-28

Serial Number: 01260228

Calibration Date: 11/09/2023 (DD/MM/YYYY)


Ambient condition: Temperature 26 °C Relative Humidity 44 %RH

We hereby certify that the above product was tested and calibrated according to the prescribed RION SERVICE CENTER (RSC) procedures, and that it fulfills all requirements of the product specifications, as described in the attached test report. The measuring equipment and reference devices used for testing and calibrating this unit are managed under the RSC traceability system and are traceable according to official Japanese standards and official standards of countries belonging to the International Committee of Weights and Measures.

PRIMARY STANDARDS			
Model Description	Model Number	Control Number	Cal Due Date MM/YYYY
Condenser Microphone	BK4180	2889926	12/2023
Digital multimeter	3458A	MY45051584	07/2024
Universal counter	53230A	MY50004233	03/2024

WORK STANDARDS			
Model Description	Model Number	Control Number	Cal Due Date MM/YYYY
Condenser Microphone	UC-33P	CM-0304	07/2024
Digital Multimeter	34401A	DM-1388	07/2024
Sound Level Meter Unit	UN-04	NA-1065	07/2024
Sound Level Meter Unit	UN-04	NA-1066	07/2024
Attenuator	STA-13	RT-242	04/2024
Frequency Synthesizer	33220A	RH-363	04/2024
Frequency Synthesizer	33120A	SY-1150	07/2024

RION SERVICE CENTER CO., LTD.
2-22-2 Hyoe, Hachioji, Tokyo 192-0918, JAPAN

Head of Office, Quality Control Office 

Scantek, Inc.
CALIBRATION LABORATORY

ISO 17025: 2017, ANSI/NCSL Z540:1994 Part 1
ACCREDITED by NVLAP (an ILAC MRA signatory)

NVLAP[®]
CALIBRATION
NVLAP Lab Code: 200625-0

Calibration Certificate No.49400

Instrument: Acoustical Calibrator

Model: NC-74

Manufacturer: Rion

Serial number: 34883949

Class (IEC 60942): 1

Barometer type:

Barometer s/n:

Customer: CSTI Acoustics

Tel/Fax: 713-545-2753 / 281-492-1434

Date Calibrated: 3/31/2023 **Cal Due:**

Status:

Received	Sent
X	X

In tolerance:

Out of tolerance:

See comments:

Contains non-accredited tests: Yes X No

Address: 16155 Park Row Blvd., Suite 150,
Houston, TX 77084-6971

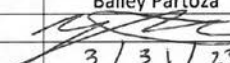
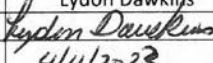
Tested in accordance with the following procedures and standards:

Calibration of Acoustical Calibrators, Scantek Inc., Rev. 10/1/2010

Instrumentation used for calibration: Nor-1504 Norsonic Test System:

Instrument - Manufacturer	Description	S/N	Cal. Date	Traceability evidence	Cal. Due
				Cal. Lab / Accreditation	
483B-Norsonic	SME Cal Unit	31052	Nov 7, 2022	Scantek, Inc./ NVLAP	Nov 7, 2023
DS-360-SRS	Function Generator	88077	Dec 21, 2022	ACR Env./ A2LA	Dec 21, 2024
34401A-Agilent Technologies	Digital Voltmeter	US36126453	Apr 8, 2022	ACR Env./ A2LA	Apr 8, 2023
PTU300-Vaisala	Environmental Monitor	P5011262	Sept 15, 2022	ACR Env./ A2LA	Sept 15, 2023
140-Norsonic	Real Time Analyzer	1406423	Nov 9, 2022	Scantek / NVLAP	Nov 9, 2023
PC Program 1018 Norsonic	Calibration software	v.6.1T	Validated Nov 2014	Scantek, Inc.	-
4134-Brüel&Kjær	Microphone	173368	Nov 7, 2022	Scantek, Inc. / NVLAP	Nov 7, 2023
1203-Norsonic	Preamplifier	14059	Mar 7, 2023	Scantek, Inc./ NVLAP	Mar 7, 2024

Instrumentation and test results are traceable to SI (International System of Units) through standards maintained by NIST (USA) and NPL (UK)

Calibrated by:	Bailey Partoza	Authorized signatory:	Lydon Dawkins
Signature		Signature	
Date	3/31/23	Date	4/4/2023

Calibration Certificates or Test Reports shall not be reproduced, except in full, without written approval of the laboratory.
This Calibration Certificate or Test Reports shall not be used to claim product certification, approval or endorsement by NVLAP, NIST, or any agency of the federal government.

Document stored as: Y:\Calibration Lab\Cal 2023\RIONNC74-0.5in_34883949_M1.doc

Page 1 of 2



July 11, 2024

To Whom it May Concern,

Our client, Regency Park, approached our office, Cross Architects, to design a luxury apartment complex on a vacant lot located on 14th Street in Plano. This site previously had an approved siteplan showing a full podium style building covering the entire lot designed by another firm.

With today's financial market that previously proposed product type is no longer financially viable; However, per our Market studies and research the City of Plano has a pent-up demand for market rate high end luxury apartments. Because of this our client approached our firm to solve the problem of still designing a high-end luxury apartment complex but one that is feasible and buildable in today's market.

What we are proposing is a 4-story elevatored building concept consisting of 2 separate residential buildings.

The 1st building will contain our leasing area as well as the resident amenities, including but not limited to a private enclosed luxury resort pool, high end furnished Fitness Center and a furnished Community Room accessible 24/7 to tenants. This Building #1 is a 4-story building with tuck under fully enclosed garages for tenant use.

Our building #2 is also a 4-story elevatored product but does have a podium aspect to it, there will be fully covered open air parking located underneath the building #2.

Our site will provide full connectivity to all adjacent right of ways and properties, we will be securing the stairwells and access points of our residential buildings using key FOB hardware to provide a secured living area and corridors for our tenants while still providing connectivity to the residents of Plano throughout our site.

We have worked closely with the CoP Staff since November of 2023 to develop a product type that not only provides the high-end luxury product to the City of Plano but also adheres to all PD guidelines and lastly working to be a conscientious neighbor to all surrounding properties.

We look forward to CoP feedback and comment, please reach out to our office with any items we can clarify or provide.



July 11, 2025

John Kim
Planner
1520 K Avenue, 2nd Floor
Suite 250, Plano, Texas 75074

RE: Zoning Case 2024-002 Multifamily Residences

Dear John

You have inquired as to the capacities and enrollment projections for the schools impacted by a potential development property located near 75 and 13th - 14th streets.

The following table provides both enrollment and capacity figures.

School	2023/24 Enrollment (Actual)	2024/25 Enrollment (Projected)	2025/26 Enrollment (Projected)	2026/27 Enrollment (Projected)	2027/28 Enrollment (Projected)	Functional Capacity	Program Capacity
Mendenhall ES	598	602	617	616	628	634	746
Otto MS	969	932	871	809	782	1,223	1,439
Williams HS	1,187	1,144	1,050	1,007	1,033	1,873	2,204
Plano East Senior HS	3,051	2,966	2,862	2,758	2,582	3,374	3,494

The enrollment figures are derived from our most recent demographer's report. The 2023/2024 column represents actual enrollment as of October 2023. All other enrollment figures are projected and are based on City zoning as it existed in the Fall of 2023. The impact of any zoning changes since that time (including this requested rezoning) are not yet factored into the projections. Our Demographer will be updating the 2024-2025 enrollment figures and projections by December 2023.

Program capacity figures are based on current building floor plans, and the application of the District's maximum class size to every standard classroom. 22 students max for Kindergarten and Grades 1 through 4, 26 max for Grade 5, and 28 max at the Secondary level.

Functional capacity figures recognize there will always be inherent/uncontrollable inefficiencies in classroom utilization. For instance, as mentioned above, the District limits class sizes in kindergarten through grade 4 to a maximum of 22 students. If a building has three first grade classrooms, it can accommodate up to 66 students (Program Capacity). However, if only 54 students are enrolled in first grade, each class will actually only serve 18 students. The additional capacity of 12 students (66-54) is not utilized as it is not available to other grades or other campuses. In recognition of this variable, the functional capacity is calculated at 85% of the program capacity.

Sincerely,

Johnny W. Hill, CPA

Deputy Superintendent of Business & Employee Services
Plano ISD
2700 W. 15th Street
Plano, Texas 75075
469-752-8113

PARKING TABULATION

PARKING REQUIRED	
(RPN) 1 PER 1 BORN UNIT (103 X 1.0)	103
(RPN) 1.5 PER 2 BORN UNIT (26 X 1.5)	39
TOTAL PARKING REQUIRED	142
UNITS	
COMPACT TOTAL	24
STANDARD SPACES	57
COMPACT TOTAL (47.9%)	81
7' x 10' 0"	12
7' x 10' 0"	12
TOTAL PARKING PROVIDED	142
RATIO: (145 STALLS / 129 UNITS) = 1.12 STALLS PER UNIT	

SITE DATA

SITE ACREAGE: 2.32
UNIT COUNT: 129
DENSITY: 55.60 UNITS/ACRE
AVL UNIT SF: 812.12

BUILDING KEY

BUILDING NUMBER	
BUILDING TYPE	

BUILDING INFORMATION:

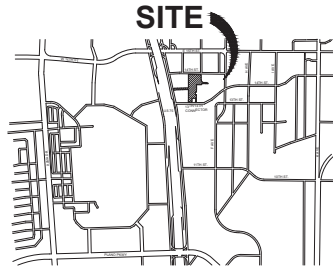
BUILDING A	
GROSS	91,662 SF
PATIOS	2,240 SF
GARAGE	7,350 SF
CORRIDOR	1,540 SF
NET	60,882 SF
UNITS	60,876 SF
CLUB	5,660 SF
BUILDING B	
GROSS	55,453 SF
PATIOS	1,920 SF
CORRIDOR	8,047 SF
STAR/ELEV.	4,007 SF
NET	40,480 SF
UNITS	40,480 SF
TOTAL GROSS	147,115 SF
TOTAL NET	107,116 SF

LEGEND

PROPERTY LINE	
ROW (RIGHT OF WAY)	
TARGET MARK	
HANDICAP PARKING	
TRAFFIC DIRECTIONAL ARROWS	
MANHOLE	

CITY OF PLANO GENERAL NOTES

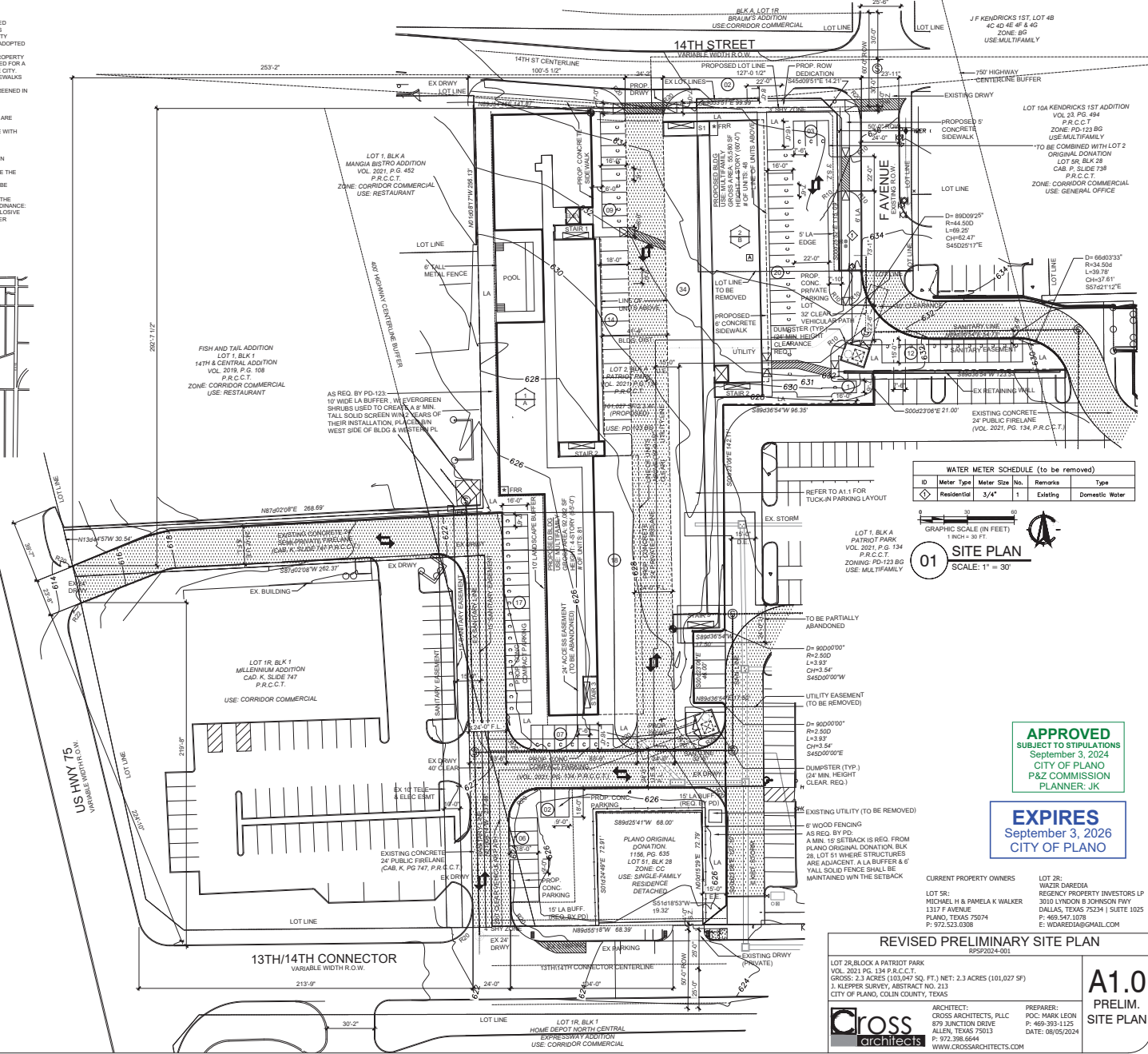
- BUILDINGS 6,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED
- FIRE LINES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS
- HANDICAPPED PARKING AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE
- FOUR-FOOT WIDE SIDEWALKS SHALL BE PROVIDED 3 FEET OFF OF THE PROPERTY LINE WITHIN THE RIGHT-OF-WAY, UNLESS A SIDEWALK EASEMENT IS PROVIDED FOR A MEANDERING SIDEWALK OR AN ALTERNATIVE DESIGN IS APPROVED BY THE CITY
- MECHANICAL UNITS, DUMPSTERS, AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE
- ALL BUILDING CONTINGENT UPON APPROVAL BY BUILDING INSPECTIONS DEPARTMENT
- APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED
- OPEN STORAGE WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE
- BUILDING FACADES WITHIN THIS DEVELOPMENT SHALL BE COMPATIBLE, AS PROVIDED IN THE RETAIL CORNER DESIGN GUIDELINES
- OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 4.466 OF THE CODE OF ORDINANCES
- PLEASE CONTACT THE BUILDING INSPECTIONS DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY GROUP
- ALL ELECTRICAL TRANSMISSION, DISTRIBUTION, AND SERVICE LINES MUST BE UNDERGROUND
- USERS SHALL CONFORM IN OPERATION, LOCATION, AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN ARTICLE 24 OF THE ZONING ORDINANCE: NOISE, SMOKE AND PARTICULAR MATTER, ODOROUS MATTER, FIRE OR EXPLOSIVE HAZARD MATERIAL, TOXIC AND NOXIOUS MATTER, VIBRATION, AND/OR OTHER PERFORMANCE STANDARDS



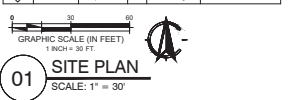
VICINITY MAP SCALE: NTS

SITE DATA SUMMARY TABLE	
ITEM	REGENCY RESOURCES
GENERAL SITE DATA	172 BLK A & 172 BLK B
ZONING (FROM ZONING MAP)	CURRENT: PD-123 BG & S PROPOSED: PD-123 BG
LAND USE (FROM ZONING ORDINANCE, INCLUDE ALL APPLICABLE USES)	MULTIFAMILY
LOT AREA (SF & ACRES)	101,027 SF / 2.32 AC
BUILDING FOOTPRINT AREA (SF)	143,270 SF
TOTAL BUILDING AREA (SF)	143,270 SF
BUILDING HEIGHT (# OF STORIES)	4 STORIES
BUILDING HEIGHT (# OF STORIES TO TALLEST BUILDING ELEMENT)	4 STORIES
LOT COVERAGE (PERCENTAGE X 100)	29.2%
FLOOR AREA RATIO (FAR X 100)	1.42:1
PROPOSED OPEN STORAGE (SF)	N/A
PROPOSED OPEN STORAGE (SF)	N/A
NET ACREAGE = TOTAL ACREAGE MINUS STREETS & OPEN SPACE	55
PROPOSED OPEN STORAGE (SF)	N/A
MULTIFAMILY UNITS	
# OF 1-BEDROOM & MIN. UNIT SIZE	N/A
# OF 2-BEDROOM & MIN. UNIT SIZE	103
# OF 3-BEDROOM & MIN. UNIT SIZE	21
# OF 4-BEDROOM & MIN. UNIT SIZE	129
TOTAL UNIT COUNT	154
RESIDENTIAL DENSITY (DENSITY X ACREAGE)	55
NET ACREAGE = TOTAL ACREAGE MINUS STREETS & OPEN SPACE	55
PARKING	
PARKING RATIO (FROM ZONING ORDINANCE)	1 PER 1 BED 1.5 PER 2 BED
REQUIRED PARKING (# SPACES)	142
PROVIDED PARKING (# SPACES)	142
ACCESSIBLE PARKING PROVIDED (# SPACES)	6
HANDICAPPED PARKING (1 PER 100 OF REQUIRED PARKING (# SPACES))	N/A
LANDSCAPE AREA (INCLUDING TURF AREAS)	
LANDSCAPE EDGE AREA PROVIDED (SF)	13,816 SF
LANDSCAPE AREA PROVIDED (SF)	N/A
ADDITIONAL LANDSCAPE AREA PROVIDED (SF)	6,762 SF
OTHER LANDSCAPE AREA WITHIN THE LOT INCLUDING STORM WATER CONSERVATION AREA (SF)	N/A
TOTAL LANDSCAPE AREA (SF)	10,578 SF
PERMEABLE AREA (NOT INCLUDING LANDSCAPING OF TURF AREAS)	
TOTAL PERMEABLE AREA (SF)	N/A
OTHER PERMEABLE AREA WITHIN THE LOT NOT INCLUDING LANDSCAPING OF TURF AREAS	N/A
TOTAL PERMEABLE AREA (SF)	N/A
IMPERVIOUS AREA	
IMPERVIOUS AREA (SF)	26,499 SF
AREA OF SIDEWALKS, PAVEMENT & OTHER IMPERVIOUS PLATWORK (SF)	53,895 SF
TOTAL IMPERVIOUS AREA	80,394 SF
SUM OF TOTAL LANDSCAPE AREA + TOTAL PERMEABLE AREA + TOTAL IMPERVIOUS AREA (SF) NOTE: SUM MUST EQUAL LOT AREA	101,027 SF
TOTAL IMPERVIOUS AREA	80,394 SF
LESS IMP. IMPERVIOUS AREA CREDIT	81,450 SF
BILLABLE IMPERVIOUS AREA	81,450 SF

ABBREVIATIONS
EX. EXISTING
PROP. PROPOSED
CONC. CONCRETE
BUFF. BUFFER
REQ. REQUIRED
SAN. SANITARY
ST. ST. ZONE
TYPE. TYPICAL
IC. INTERIOR EASEMENT
DRIVE. DRIVEWAY
LA. LANDSCAPE
ELEV. ELEVATOR
W. WATER ROOM
UE. UTILITY EASEMENT



WATER METER SCHEDULE (to be removed)				
ID	Meter Type	Meter Size	No.	Remarks
1	Residential	3/4"	1	Existing Domestic Water



SITE PLAN SCALE: 1" = 30'

APPROVED
SUBJECT TO STIPULATIONS
September 3, 2024
CITY OF PLANO
P&Z COMMISSION
PLANNER: JK

EXPIRES
September 3, 2026
CITY OF PLANO

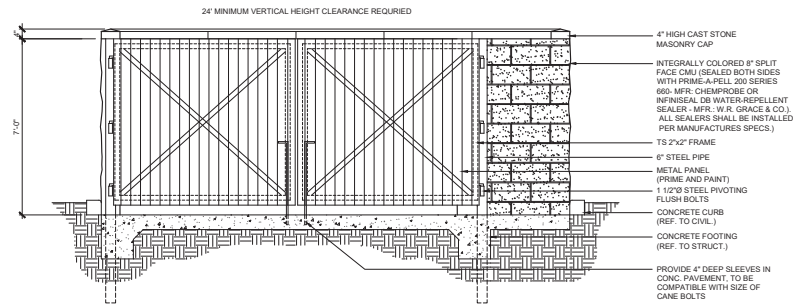
CURRENT PROPERTY OWNERS	LOT 2R: WADIA DAREDA REGENCY PROPERTY INVESTORS LP 3010 LYNDON & JOHNSON HWY DALLAS, TEXAS 75241 SUITE 1025 P: 469.547.1078 E: WADIA@GMAIL.COM
LOT 5R: MICHAEL H. & PAMELA K. WALKER 1317 F AVENUE PLANO, TEXAS 75074 P: 972.523.0308	

REVISED PRELIMINARY SITE PLAN RPSF2024-001

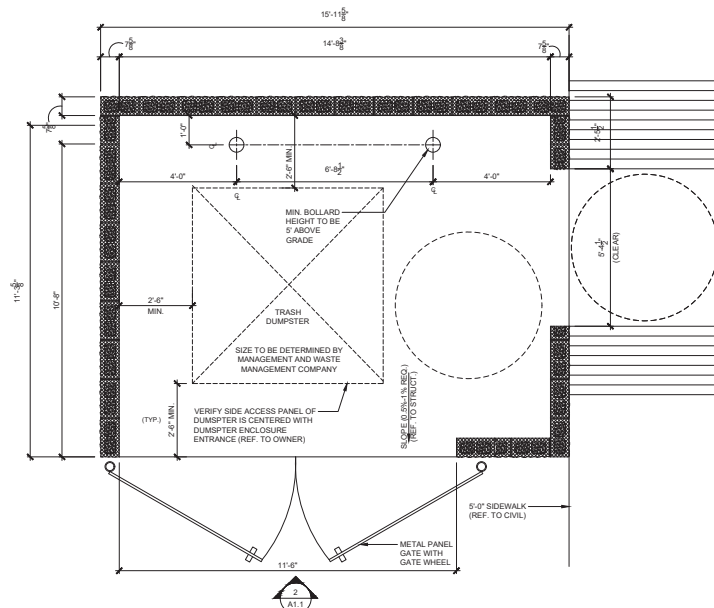
LOT 3R: BLOCK A PATRIOT PARK
VOL. 2021 PG. 134 P.R.C.T.
GROSS: 2.3 ACRES (103,047 SQ. FT.) NET: 2.3 ACRES (101,027 SF)
J. ALPHEUS SURVEY, ABSTRACT NO. 215
CITY OF PLANO, COLIN COUNTY, TEXAS

ARCHITECT: CROSS ARCHITECTS, PLLC 779 JUNCTION DRIVE ALLEN, TEXAS 75013 P: 972.398.6644 WWW.CROSSARCHITECTS.COM	PREPARED: ROLAND MARK LEON P: 469.393.1125 DATE: 08/05/2024
---	---

A1.0
PRELIM.
SITE PLAN



03 TRASH ENCLOSURE ELEVATION
SCALE: 1" = 30'

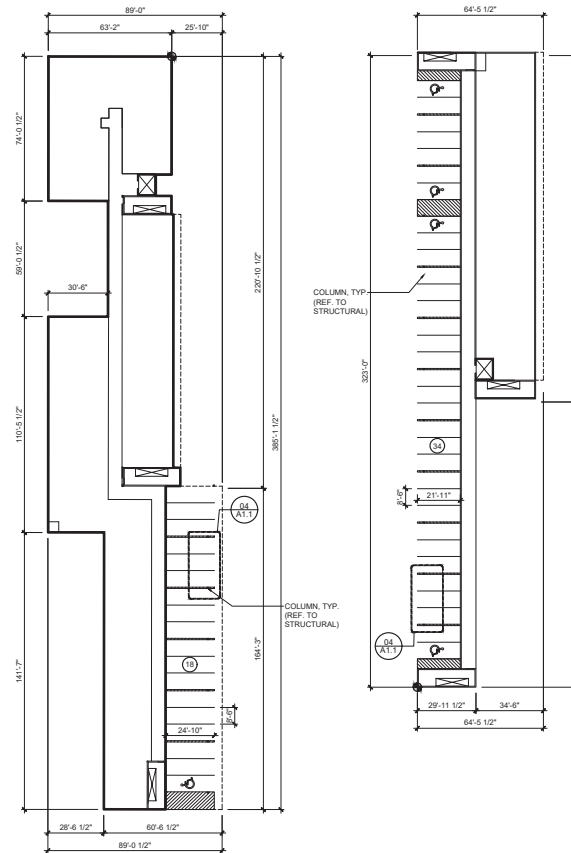


02 TRASH ENCLOSURE FLOOR PLAN
SCALE: 1" = 30'

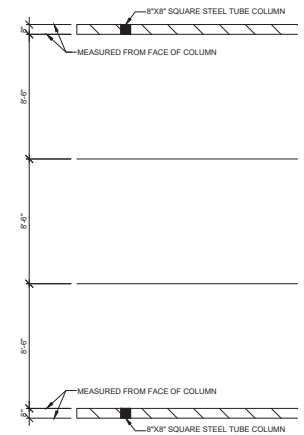
BUILDING OUTLINES

BUILDING A HEIGHT: 4-STORY

BUILDING B HEIGHT: 4-STORY



01 PARKING DIAGRAMS
SCALE: 1:30



04 PARKING EXHIBIT
SCALE: 3" = 1'-0"

APPROVED
SUBJECT TO STIPULATIONS
September 3, 2024
CITY OF PLANO
P&Z COMMISSION
PLANNER: JK

EXPIRES
September 3, 2026
CITY OF PLANO

REVISED PRELIMINARY SITE PLAN
RPS2024-001

LOT 39, BLOCK A PATRIOT PARK
VOL. 2021 PG. 134 P.R.C.C.T.
GROSS: 2.3 ACRES (103,047 SQ. FT.) NET: 2.3 ACRES (101,027 SF)
J. KLEPPER SURVEY, ABSTRACT NO. 215
CITY OF PLANO, COLIN COUNTY, TEXAS



ARCHITECT:
CROSS ARCHITECTS, PLLC
879 JUNCTION DRIVE
ALLEN, TEXAS 75013
P: 972.398.6644
WWW.CROSSARCHITECTS.COM

PREPARED BY:
POC: MARK LEON
P: 469-393-1125
DATE: 08/05/2024

A1.1
MISC.
PLANS

CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024
DEPARTMENT: Zoning
DIRECTOR: Christina Day, Director of Planning
AGENDA ITEM: Public hearing and consideration of an Ordinance as requested in Zoning Case 2024-016.
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-016 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 75 for Electrical Substation on 0.7 acre of land located 345 feet south of Summit Avenue and 1,245 feet west of Klein Road in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center and located within the 190 Tollway/Plano Parkway Overlay District, 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. Petitioner: Aligned Data Centers (DFW) Propco, LLC **Conducted and adopted Ordinance No. 2024-9-16**

BACKGROUND

The Planning & Zoning Commission recommended approval of this zoning case with a vote of 8-0 per their Final Report in the attached Supporting Documents.

FINANCIAL SUMMARY/STRATEGIC GOALS

Approval of this agenda item will support the City's Critical Success Factor of Residential and Commercial Economic Vitality. For detailed comments on the comprehensive plan related to this item, please see the Staff Preliminary Report in the attached Supporting Documents.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	9/18/2024	Ordinance
Supporting Documents	9/17/2024	Informational

Zoning Case 2024-016

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 75 for Electrical Substation on 0.7 acre of land out of the William Beverly Survey, Abstract No. 135, located 345 feet south of Summit Avenue and 1,245 feet west of Klein Road in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center and located within the 190 Tollway/Plano Parkway Overlay District, 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 23rd day of September 2024, for the purpose of considering granting Specific Use Permit No. 75 for Electrical Substation on 0.7 acre of land out of the William Beverly Survey, Abstract No. 135, located 345 feet south of Summit Avenue and 1,245 feet west of Klein Road in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center and located within the 190 Tollway/Plano Parkway Overlay District; 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 23rd day of September 2024; and

WHEREAS, the City Council is of the opinion and finds that granting Specific Use Permit No. 75 for Electrical Substation on 0.7 acre of land out of the William Beverly Survey, Abstract No. 135, located 345 feet south of Summit Avenue and 1,245 feet west of Klein Road in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center and located within the 190 Tollway/Plano Parkway Overlay District, would not be detrimental to the public health, safety, or general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as

to grant Specific Use Permit No. 75 for Electrical Substation on 0.7 acre of land out of the William Beverly Survey, Abstract No. 135, located 345 feet south of Summit Avenue and 1,245 feet west of Klein Road in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center and located within the 190 Tollway/Plano Parkway Overlay District, said property being described in the legal description in Exhibit A attached hereto.

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

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

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

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

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

PASSED AND APPROVED on the 23rd day of September, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2024-016

BEING a 0.74 acre tract of land situated in the William Beverly Survey, Abstract No. 135, in the City of Plano, Collin County, Texas; said tract being part of Lot 1R, Block A, Memory Tech, Inc., Phase I, an addition to the City of Plano according to the plat recorded in Volume 2017, Page 842 of the Official Public Records of Collin County, Texas said tract being more particularly described as follows:

COMMENCING at a "+" cut in concrete found in the south right-of-way line of Summit Avenue (a 60-foot wide right-of-way); said point being the northwest corner of said Lot 1R; from said point a "+" cut in concrete found for the southwest corner of said Lot 1R bears South 00°28'53" East, a distance of 589.13 feet;

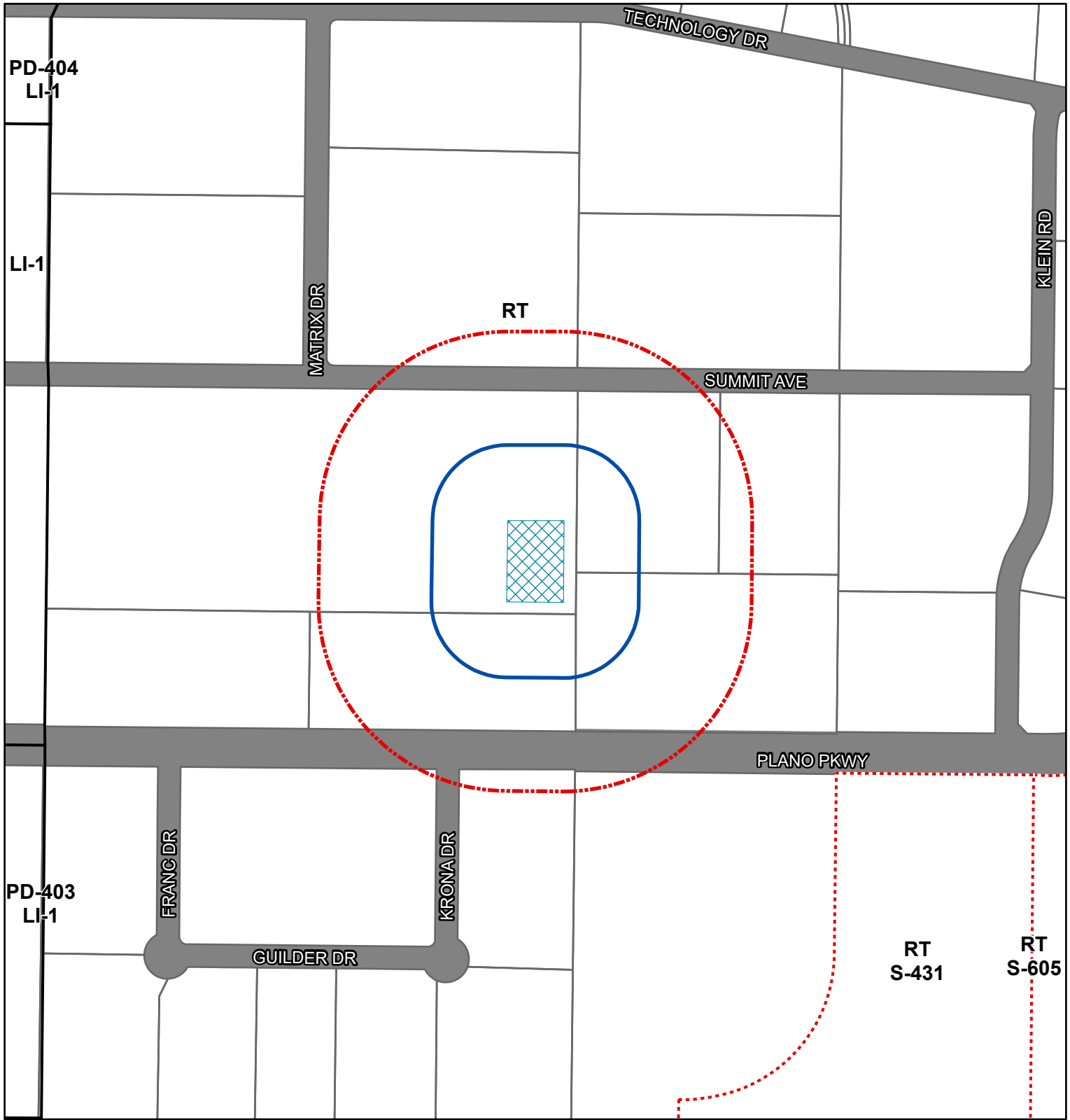
THENCE South 74°42'57" East, departing the said south line of Summit Avenue, a distance of 1,270.38 feet to the **POINT OF BEGINNING**;

THENCE North 89°31'07" East, a distance of 150.00 feet to a point for corner;

THENCE South 00°28'53" East, a distance of 215.00 feet to a point for corner;

THENCE South 89°31'07" West, a distance of 150.00 feet to a point for corner;

THENCE North 00°28'53" West, a distance of 215.00 feet to the **POINT OF BEGINNING AND CONTAINING** 0.74 acres of land, more or less.



Zoning Case: 2024-016

Existing Zoning: Research/Technology Center and located within the 190 Tollway/Plano Parkway Overlay District

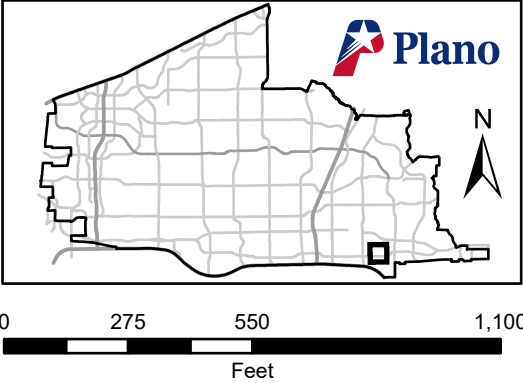
Proposed Zoning: Specific Use Permit for an Electrical Substation

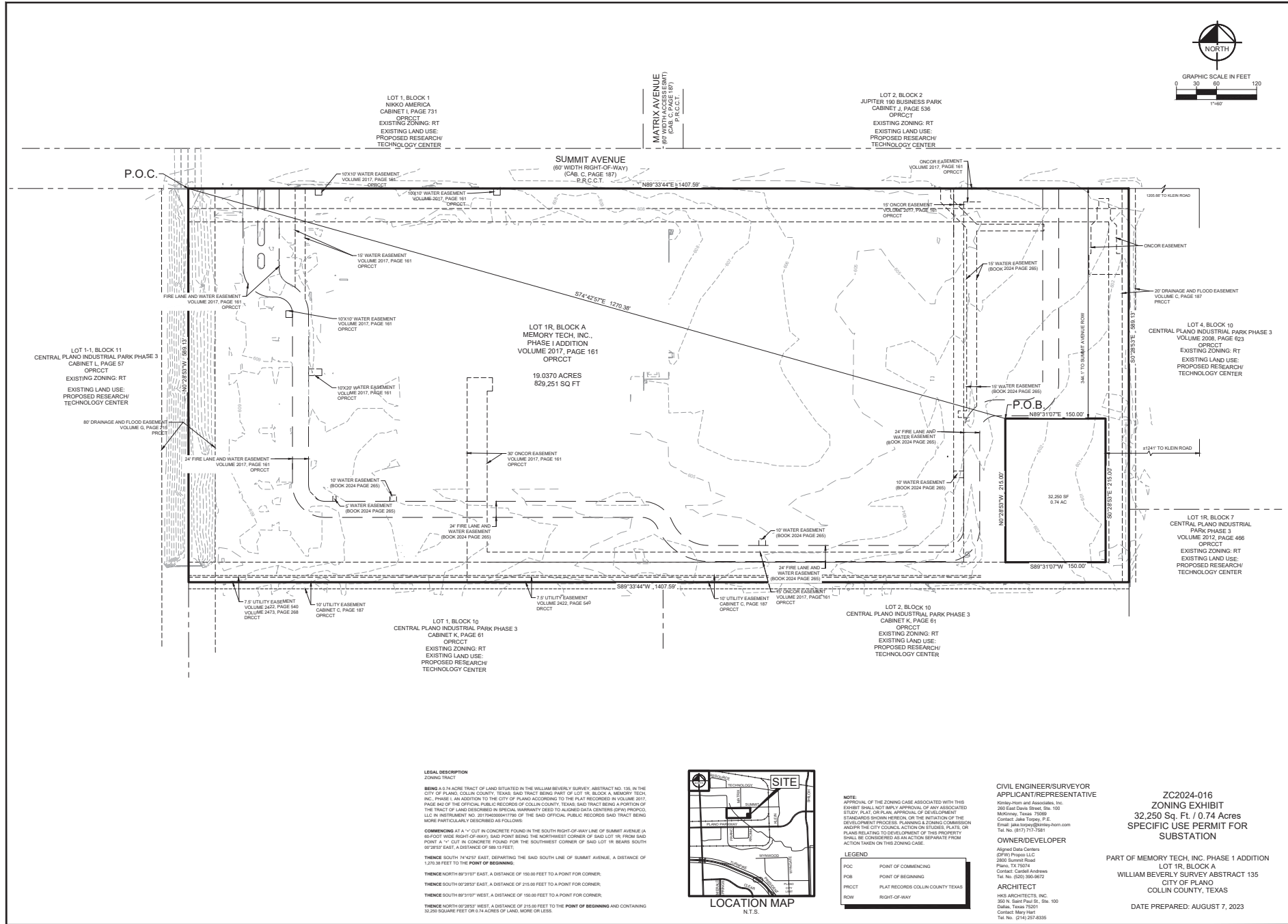
--- 500' Notification Buffer
 --- Subject Property
 --- Zoning Boundary Change/SUP

--- 200' Notification Buffer
 --- Streets
 --- Zoning Boundary

--- Municipal Boundaries
 --- Specific Use Permit

Source: City of Plano





Kimley»Horn
290 EAST DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75069
PHONE: 469.901.5200
FAX: 469.901.5201
TECHNICAL STAFF: JIMMY HORN, P.E.
JIMMY.HORN@KIMLEY-HORN.COM

PROJECT NO. 202300044
SHEET NO. 24/26
DATE: DECEMBER 2023
SCALE: AS SHOWN
DESIGNED BY: JH
DRAWN BY: JH
CHECKED BY: JH

ALIGNED PLANO DFW02
2800 SUMMIT AVE
PLANO, COLLIN COUNTY, TEXAS
ALIGNMENT DATA CENTERS

ZONING EXHIBIT
SHEET NUMBER
EXHIBIT

DATE
BY

DATE: September 4, 2024

TO: Petitioners with Items before the Planning & Zoning Commission

FROM: Planning & Zoning Commission

VIA: Mike Bell, AICP, Development Review Manager acting as Secretary of the Planning & Zoning Commission *MB*
Christina D. Day, AICP, Director of Planning *CD*

SUBJECT: Results of Planning & Zoning Commission Meeting of September 3, 2024

AGENDA ITEM NO. 3A - ZONING CASE 2024-016
PETITIONER: ALIGNED DATA CENTERS (DFW) PROPCO, LLC

Request for a Specific Use Permit for an Electrical Substation on one lot on 0.7 acre located 345 feet south of Summit Avenue and 1,245 feet west of Klein Road. Zoned Research/Technology Center and located within the 190 Tollway/Plano Parkway Overlay District. Project #ZC2024-016.

APPROVED: 8-0

Speaker Card(s) Received:	Support:	<u>1</u>	Oppose:	<u>0</u>	Neutral:	<u>0</u>
Letters Received Within 200' Notice Area:	Support:	<u>0</u>	Oppose:	<u>0</u>	Neutral:	<u>0</u>
Petition Signatures Received:	Support:	<u>0</u>	Oppose:	<u>0</u>	Neutral:	<u>0</u>
Other Responses:	Support:	<u>0</u>	Oppose:	<u>0</u>	Neutral:	<u>0</u>

RESULTS:

The Commission recommended the item for approval as submitted.

To view the hearing, please click on the provided link:
<https://planotx.new.swagit.com/videos/314073?ts=731>

JK/ko

cc: Eric Hill, Assistant Director of Planning
Christina Sebastian, Land Records Planning Manager
Melissa Kleineck, Lead Planner
Justin Cozart, Sr. GIS Technician
Jeanna Scott, Building Inspections Manager
Dorothy Alatorre, Sr. Administrative Assistant - Neighborhood Services

AGENDA ITEM NO. 3A

PUBLIC HEARING: Zoning Case 2024-016

PETITIONER: Aligned Data Centers (DFW) Propco, LLC

CASE PLANNER: John Kim, AICP-Candidate

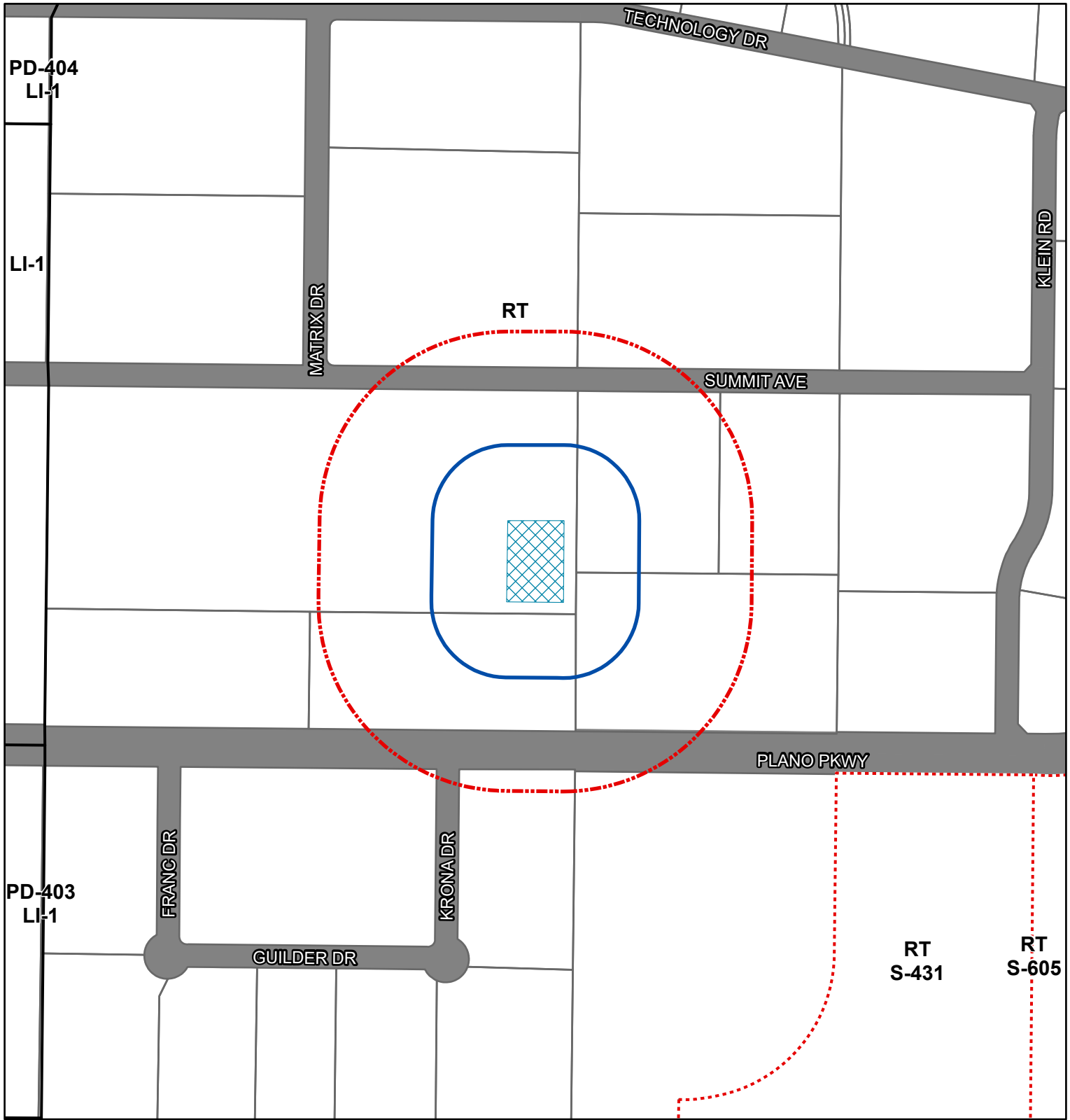
DESCRIPTION: Request for a Specific Use Permit for an Electrical Substation on one lot on 0.7 acre located 345 feet south of Summit Avenue and 1,245 feet west of Klein Road. Zoned Research/Technology Center and located within the 190 Tollway/Plano Parkway Overlay District. Project #ZC2024-016.

EXECUTIVE SUMMARY

The applicant is requesting a Specific Use Permit (SUP) for a privately owned electrical substation adjacent to an existing data center. Major topics of consideration in this request include:

- **Associated Data Center** – The substation is proposed to serve an existing data center located on the same 19-acre lot. Data centers are a permitted use in the Research/Technology (RT) District.
- **Transmission Lines** – Temporary power to the substation will be provided through a combination of underground and overhead transmission lines coming from an existing substation approximately 0.5 mile to the northeast. The applicant is working with Oncor to secure easements for permanent overhead lines to connect the site to an existing transmission line approximately 0.25 mile to the south. Although visual impacts of overhead lines may result, there are no regulations requiring private utilities of this size to be located underground outside of city right-of-way. However, impacted property owners could require underground placement as a condition of granting an easement.
- **Conformance to the Comprehensive Plan** – As a supportive use to the existing data center, the request is consistent with the Employment Centers (EM) Dashboard of the Comprehensive Plan.

For these reasons, staff is supportive of the request. A preliminary site plan accompanies this request as Agenda Item No. 3B.



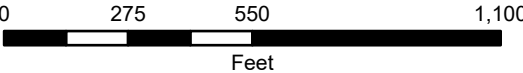
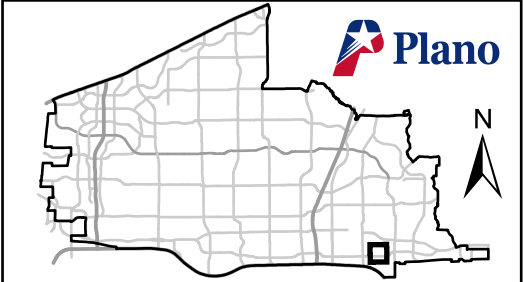
Zoning Case: 2024-016

Existing Zoning: Research/Technology Center and located within the 190 Tollway/Plano Parkway Overlay District


Proposed Zoning: Specific Use Permit for an Electrical Substation


- 500' Notification Buffer
- Subject Property
- Zoning Boundary Change/SUP
- 200' Notification Buffer
- Streets
- Zoning Boundary
- Municipal Boundaries
- Specific Use Permit

Source: City of Plano






**Plano**



Zoning Case 2024-016

 **Area of Request**

Source: City of Plano



STAFF PRELIMINARY REPORT – INTRODUCTORY REMARKS

The applicant is requesting a Specific Use Permit for a Electrical Substation adjacent to an existing data center on a 19-acre property currently zoned Research/Technology Center.

Zoning – The subject property is currently zoned Research/Technology Center (RT). *Section 10.1300.1 (Purpose)* of the Zoning Ordinance states the purpose of the RT district is as follows:

The RT district is intended to create a low density, employment center consisting of office, research and development facilities, and limited assembly operations. RT districts should generally accommodate several users in a campus environment.

Specific Use Permits – *Section 6.100* (Specific Use Permits) of the Zoning Ordinance states:

The purpose of an SUP is to authorize and regulate a use not normally permitted in a district, which could benefit, in a particular case, the general welfare, provided that adequate development standards and safeguards are established.

Additionally, *6.100* (Specific Use Permits) 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.

Proposed Use – The Zoning Ordinance defines Electrical Substation as follows:

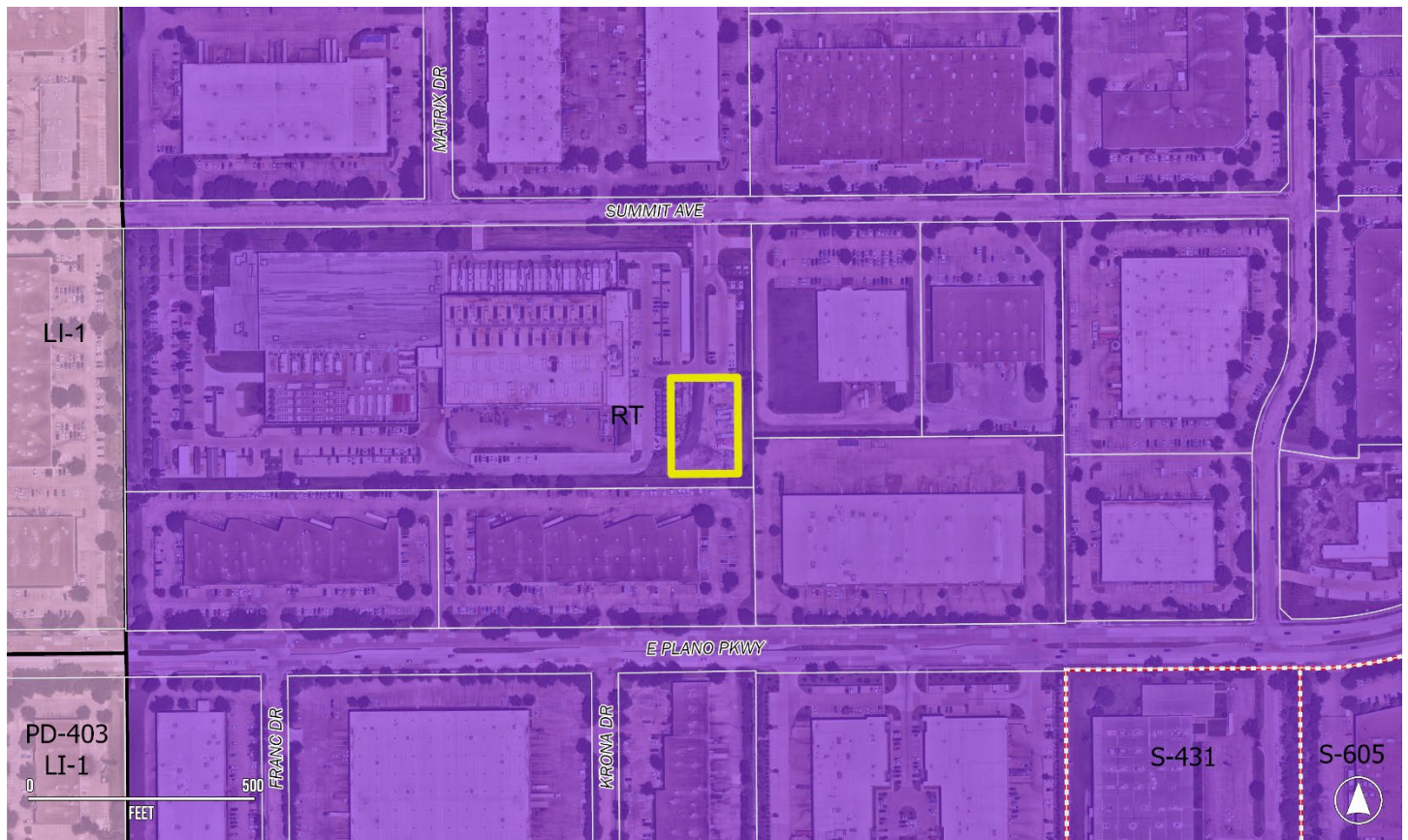
A subsidiary station in which electric current is transformed.

Site History – The subject property was developed with a manufacturing business in the 1980s. It was rezoned from Light Industrial-1 (LI-1) to Research/Technology Center (RT) when the RT district was established as a new zoning district in 1998. The building was converted to a data center in 2017 and expanded in 2023.

Surrounding Land Use and Zoning

The boundaries of the SUP are located within the 19-acre Lot 1R, Block A of Memory Tech, Inc., Phase 1 Addition, which is zoned Research/Technology Center (RT) and is developed with a data center. Adjacent uses and zoning in the following table are those beyond the limits of the lot.

North	The properties to the north across Summit Avenue are zoned RT and developed with light-intensity and moderate-intensity manufacturing, office (showroom/warehouse), professional/general administrative office, and warehouse/distribution center.
East	The property is zoned RT and developed with office (showroom/warehouse) and light-intensity manufacturing.
South	The properties are zoned RT and developed with light-intensity and moderate-intensity manufacturing and office (showroom/warehouse).
West	The property is zoned Light Industrial-1 (LI-1) and developed with light-intensity manufacturing, office (showroom/warehouse), and research and development center.



STAFF PRELIMINARY REPORT – CONFORMANCE TO THE COMPREHENSIVE PLAN

Guiding Principles – This set of Guiding Principles to the Comprehensive Plan establishes overarching themes that apply to all policies and actions and express values for Plano Today, Plano 2050, and Plano Together. Since the principles do not stand alone but are used in concert with one another and carry across the Plan as a whole, each principle must be judged through a lens that incorporates all other principles to be fully and accurately understood. As such, the Commission is encouraged to review the full list of Guiding Principles and judge zoning requests through the lens of all principles.

Core Policies

The following policies serve as the fundamental basis for all staff recommendations for land-based zoning cases:

Land Use: *Plano will support a system of organized land use to provide housing and employment choices aligned with the market, where new and redevelopment areas respect the viability and quality of life for existing neighborhoods, businesses, and institutions.*

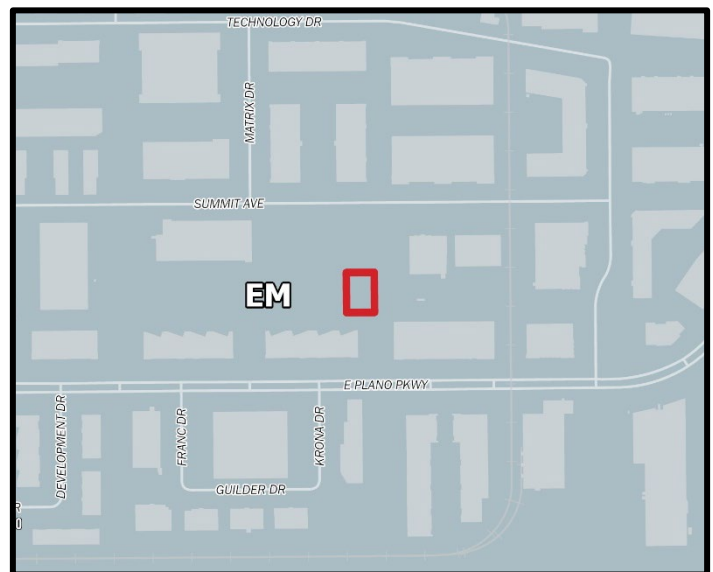
Redevelopment & Growth Management: *Plano will protect and preserve the well-established built environment of Plano and prevent overcrowding by requiring new growth and redevelopment to respect the unique development patterns, suburban character, housing needs, infrastructure capacity considerations, and fiscal constraints of our community.*

Future Land Use Map Category & Dashboard

Future Land Use – The subject property is located within the **Employment Centers (EM)** category of the Future Land Use Map (FLUM).

Description: *The EM category applies to the business centers in the Legacy area and along the Plano Parkway/President George Bush Turnpike. The primary uses for Employment Centers are corporate office campuses, medical centers, educational facilities, technology centers, and research facilities. Limited manufacturing and warehouse uses may be allowed to support the employment centers.*

A substation could support a variety of nonresidential uses including corporate office campuses, medical centers, and technology centers. The associated preliminary site plan shows this substation is intended to support a data center. The request is in conformance with the EM description.



Applicable Priorities

Priority #1: *Maintaining land for employment-generating uses.*

The request is consistent with this priority as the proposed substation could support a variety of employment-generating uses.

FLUM – EM Description and Priorities		
Description		Meets
Priorities	#1: Maintaining land for employment-generating uses	Neutral
	#2: Evaluating policies to sustain long-term viability of corporate campuses	N/A
	#3: Updating the Legacy Area Master Plan	N/A

[Mix of Uses](#) – The proposed SUP for an electrical substation does not change the mix of uses in the EM designation.

[Desirable Character Defining Elements in EM Designation](#) – The proposed SUP for an electrical substation is to support the associated onsite data center located within an existing building. No significant changes that impact the character-defining elements are proposed.

Other Comprehensive Plan Maps

The request is in conformance with the Thoroughfare Plan Map, Bicycle Transportation Plan Map, Parks Master Plan Map, or Expressway Corridor Environmental Health Map.

Additional Comprehensive Plan Policies

[Findings Policy](#) – Findings are not required to approve this request.

[Facilities & Infrastructure Policy](#)

Water & Sewer – Water and sanitary sewer service is existing for the site. No additional water or sewer demand is anticipated with the electrical substation.

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

Public Safety Response Time – Fire emergency response times will be sufficient to serve the site based on existing personnel, equipment, and facilities.

Conformance to the Comprehensive Plan Summary

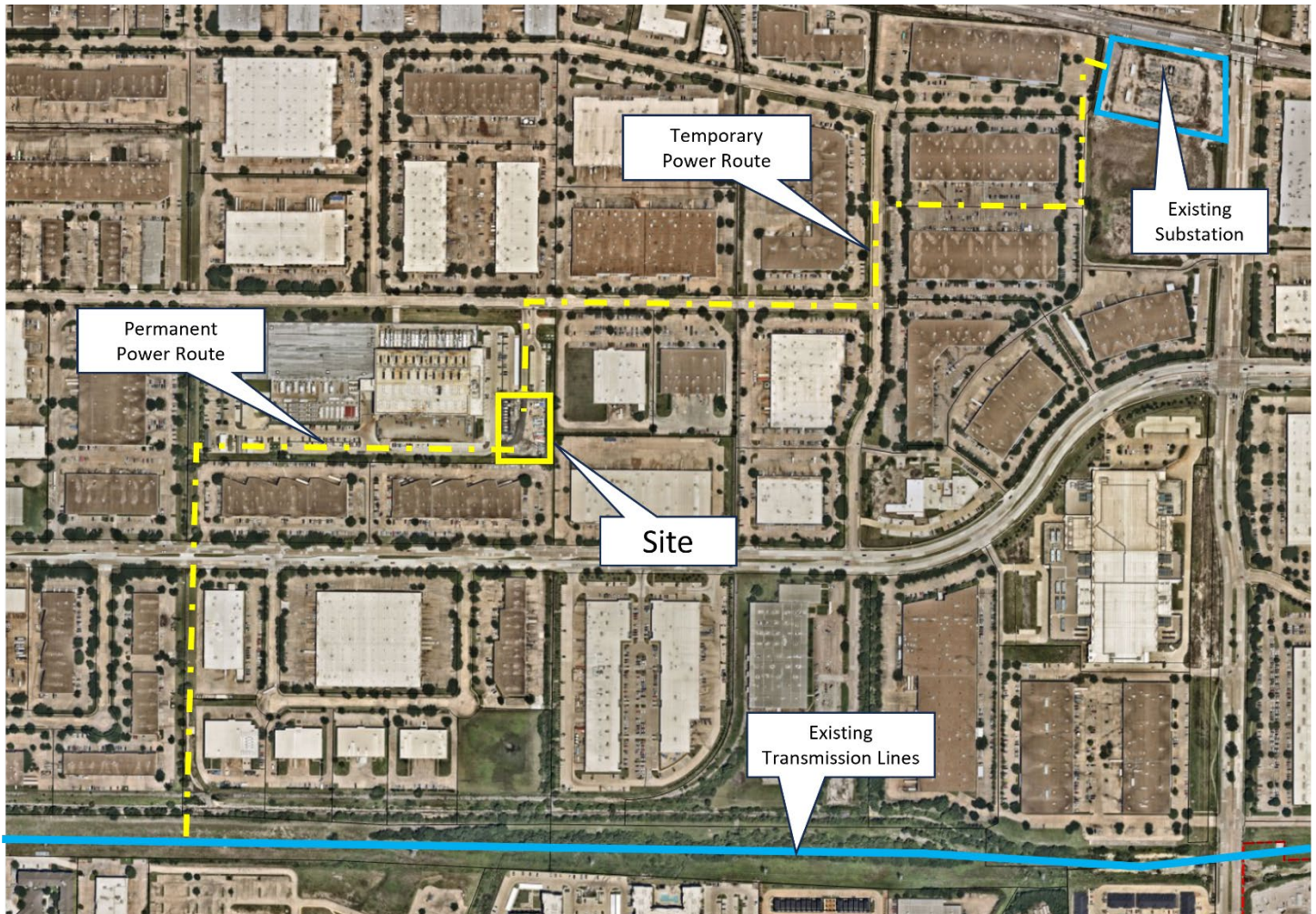
Policy or Study	Analysis
Future Land Use Map and Dashboards	
<i>Description & Priorities</i>	Meets
<i>Mix of Uses</i>	No Change
<i>Character Defining Elements</i>	N/A
Other Comprehensive Plan Maps	N/A
Findings Policy	N/A
Facilities & Infrastructure Policy	Meets

STAFF PRELIMINARY REPORT – ANALYSIS & RECOMMENDATION

Associated Data Center Use

An SUP would allow the applicant to construct a private electric substation to support an existing data center on the property permitted by right in the RT district. Constructing a substation with the data center is beneficial for the flexibility and reliability of their operations.

Transmission Lines



Temporary power to the substation will be provided through a combination of underground and overhead transmission lines coming from an existing substation approximately 0.5 mile to the northeast. The overhead portions of this temporary route will be along Summit Avenue and parts of Klein Road. The applicant is working with Oncor to secure easements for permanent overhead lines to connect the site to an existing transmission line approximately 0.25 mile to the south.

Staff is concerned about the visual impacts of overhead transmission lines in the RT district. There are no restrictions to require private utilities to be placed underground outside of the city right-of-way; the individual property owners could require underground placement as a condition of granting an

easement to the utility. The city is allowing temporary overhead lines along Klein Road and Summit Avenue due to the presence of underground utilities in the right-of-way.

SUMMARY:

The applicant is requesting a Specific Use Permit for an Electrical Substation associated with an existing data center on the property at 2800 Summit Avenue. The request is generally consistent with policies within the Comprehensive Plan. For these reasons, staff supports the request for a Specific Use Permit for Electrical Substations.

RECOMMENDATION:

Recommended for approval as submitted.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024
DEPARTMENT: Zoning
DIRECTOR: Christina Day, Director of Planning
AGENDA ITEM: Public hearing and consideration of an Ordinance as requested in Zoning Case 2024-017.
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-017 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 79 for Trade School on 0.02 acre of land located 230 feet north of Park Boulevard and 440 feet west of Coit Road in the City of Plano, Collin County, Texas, presently zoned Retail, 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. Petitioner: DFW Chinatown Coit, LLC **Conducted and adopted Ordinance No. 2024-9-17**

BACKGROUND

The Planning & Zoning Commission recommended approval of this zoning case with a vote of 8-0 per their Final Report in the attached Supporting Documents.

FINANCIAL SUMMARY/STRATEGIC GOALS

Approval of this agenda item will support the City's Critical Success Factor of Residential and Commercial Economic Vitality. For detailed comments on the comprehensive plan related to this item, please see the Staff Preliminary Report in the attached Supporting Documents.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	9/17/2024	Ordinance
Supporting Documents	9/17/2024	Informational

Zoning Case 2024-017

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 79 for Trade School on 0.02 acre of land out of the T.J. Cotton Survey, Abstract No. 202, located 230 feet north of Park Boulevard and 440 feet west of Coit Road in the City of Plano, Collin County, Texas, presently zoned Retail, 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 23rd day of September 2024, for the purpose of considering granting Specific Use Permit No. 79 for Trade School on 0.02 acre of land out of the T.J. Cotton Survey, Abstract No. 202, located 230 feet north of Park Boulevard and 440 feet west of Coit Road in the City of Plano, Collin County, Texas, presently zoned Retail; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 23rd day of September 2024; and

WHEREAS, the City Council is of the opinion and finds that granting Specific Use Permit No. 79 for Trade School on 0.02 acre of land out of the T.J. Cotton Survey, Abstract No. 202, located 230 feet north of Park Boulevard and 440 feet west of Coit Road in the City of Plano, Collin County, Texas, presently zoned Retail, would not be detrimental to the public health, safety, or general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 79 for Trade School on 0.02 acre of land out of the T.J. Cotton Survey, Abstract No. 202, located 230 feet north of Park Boulevard and 440 feet

west of Coit Road in the City of Plano, Collin County, Texas, presently zoned Retail, said property being described in the legal description in Exhibit A attached hereto.

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

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

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

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

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

PASSED AND APPROVED on the 23rd day of September, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2024-017

Being a 948 square feet or 0.022 acre tract of land situated in the T.J. Cotton Survey, Abstract No. 202, in the City of Plano, Collin County, Texas, said tract being part of Lot 1A, Block A, of Park Pavilion, the 2nd Replat of 544 Coit Addition, an addition to the City of Plano, recorded in Cabinet 9, Page 15, of the Map Records of Collin County, Texas (M.R.C.C.T.), and described in a Warranty Deed with vendor's lien to DFW Chinatown Coit, LLC, recorded in Document # 20170721000963420, official public records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

Commencing at a 3/4 inch iron pipe found at the southwest corner of said Lot 1A, same being the southeast corner of lot 1, shadow run addition, an addition to the City of Plano, recorded in Cabinet B, Page 73 (M.R.C.C.T.);

Thence, north 00°00'00' east, with the common line between said Lot 1A, and said Shadow Run Addition, a distance of 228.08 feet to a point located on level two of the existing building;

Thence, south 90°00'00' east, a distance of 33.36 feet to the **POINT OF BEGINNING**;

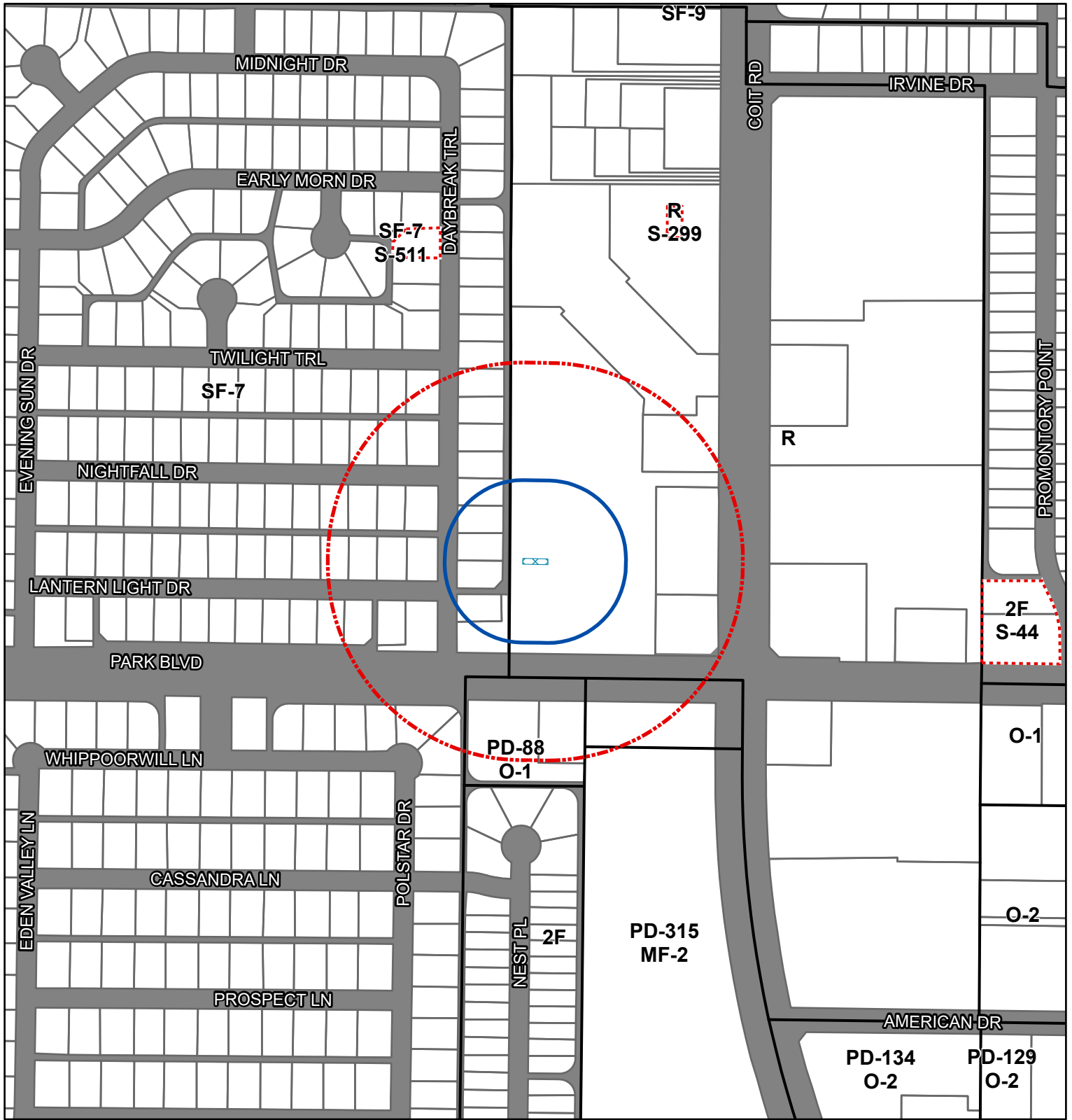
Thence, over and across said Lot 1A, the following courses and distances:

North 00°00'36' east, a distance of 14.67 feet to a corner;

South 89°56'17' east, a distance of 64.60 feet to a corner;

South 00°00'36' west, a distance of 14.67 feet to a corner;

North 89°56'17' west, a distance of 64.60 feet to the **POINT OF BEGINNING AND CONTAINING** 948 square feet or 0.022 acres of land more or less.



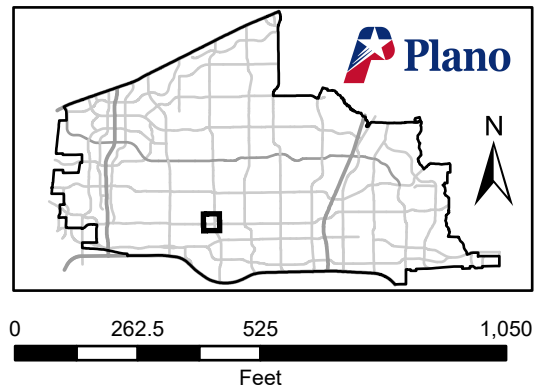
Zoning Case: 2024-017

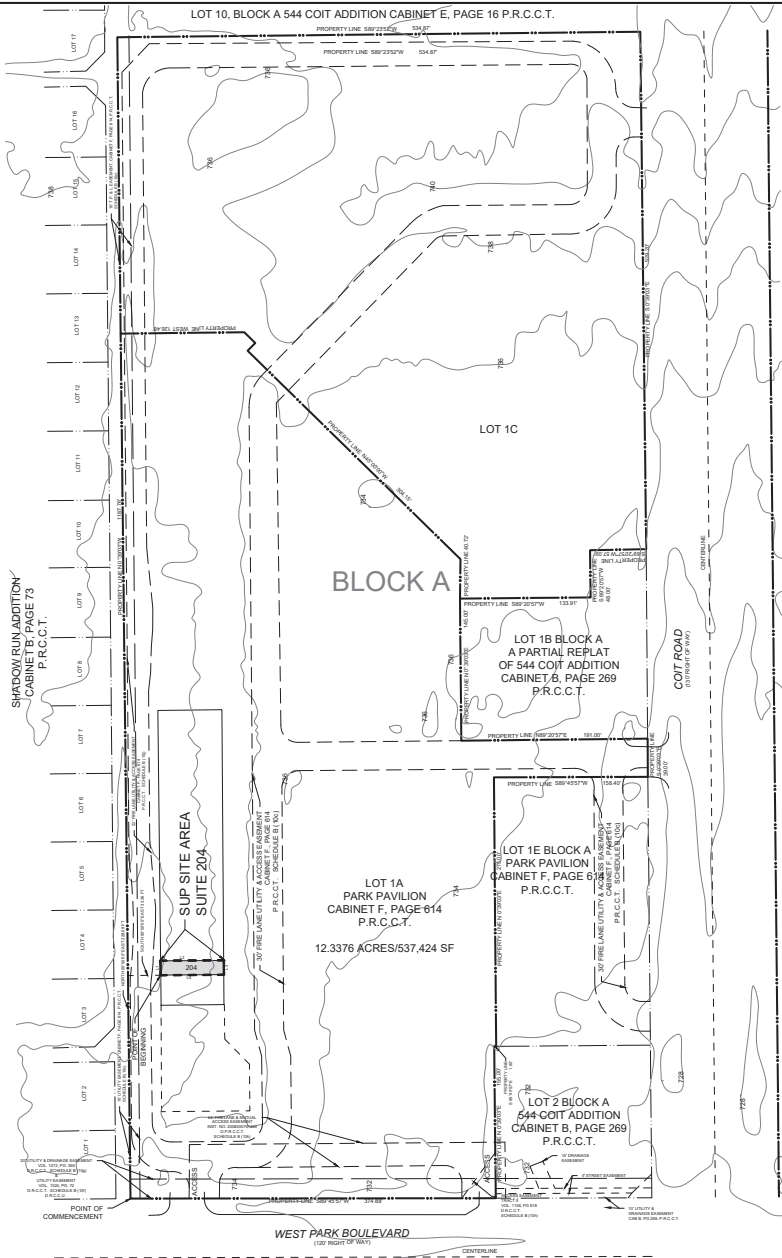
Existing Zoning: Retail

Proposed Zoning: Specific Use Permit for a Trade School

--- 500' Notification Buffer
 X Subject Property
 --- Zoning Boundary Change/SUP
--- 200' Notification Buffer
 --- Streets
 --- Zoning Boundary
--- Municipal Boundaries
--- Specific Use Permit

Source: City of Plano





BEING A 948 SQUARE FEET OR 0.022 ACRE TRACT OF LAND SITUATED IN THE T.J. COTTON SURVEY, ABSTRACT NO. 202, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, SAID TRACT BEING PART OF LOT 1A, BLOCK A, OF PARK PAVILION, THE 2ND REPLAT OF 544 COIT ADDITION, AN ADDITION TO THE CITY OF PLANO, RECORDED IN CABINET 9, PAGE 15, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS (M.R.C.C.T.), AND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO DFW CHINATOWN COIT, LLC, RECORDED IN DOCUMENT # 20170721000963420, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 3/4 INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID LOT 1A, SAME BEING THE SOUTHEAST CORNER OF LOT 1, SHADOW RUN ADDITION, AN ADDITION TO THE CITY OF PLANO, RECORDED IN CABINET B, PAGE 73 (M.R.C.C.T.);

THENCE NORTH 00°00'00" EAST, WITH THE COMMON LINE BETWEEN SAID LOT 1A, AND SAID SHADOW RUN ADDITION, A DISTANCE OF 228.08 FEET TO A POINT LOCATED ON LEVEL TWO OF THE EXISTING BUILDING;

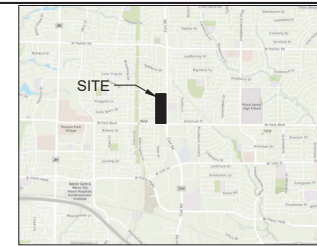
THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 33.36 FEET TO THE POINT OF BEGINNING;

THENCE OVER AND ACROSS SAID LOT 1A, THE FOLLOWING COURSES AND DISTANCES:

- NORTH 00°00'36" EAST, A DISTANCE OF 14.67 FEET TO A CORNER;
- SOUTH 89°56'17" EAST, A DISTANCE OF 64.60 FEET TO A CORNER;
- SOUTH 00°00'36" WEST, A DISTANCE OF 14.67 FEET TO A CORNER;

NORTH 89°56'17" WEST, A DISTANCE OF 64.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 948 SQUARE FEET OR 0.022 ACRES OF LAND MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	NORTH 00°00'36" EAST	14.67
L2	SOUTH 89°56'17" EAST	64.6
L3	SOUTH 00°00'36" WEST	14.67
L4	NORTH 89°56'17" WEST	64.6



VICINITY MAP



BUZZ URBAN PLANNING, LLC
JENNIFER HIRCHMOTO
469.275.2414
jennifer@buzzurbanplanning.com



EBA
E BROOKE ASSOCIATES, LLC
ERIN BROOKE BISHOP-FREDERICK
erin@ebrooke.com

NWC COIT RD & W. PARK BLVD
PLANO, TX

NOTE: 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 action taken on this zoning case.

ZC2024-017
HARVARD MESSAGE INSTITUTE AT
PARK PAVILION CENTER

APPROX. 0.022 ACRES OF LAND SITUATED IN THE T.J. COTTON SURVEY, ABSTRACT NO. 202, WITHIN LOT 1A, BLOCK A, OF PARK PAVILION, THE 2ND REPLAT OF 544 COIT ADDITION, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TX

OWNER: DFW Chinatown Coit LLC
2606 Brenner Dr
Dallas, TX 75220
469-385-2174

PREPARED BY Anel Rodríguez, RPLS
arodriguez@arasurveying.com
www.arasurveying.com
972-946-4172 &
Erin Fredl, PLA
erin@ebrooke.com; 817-219-2665

ZONING EXHIBIT

SCALE: 1:60

08/12/2024
ZC2024-017
SHEET 1/1

DATE: September 4, 2024

TO: Honorable Mayor & City Council

FROM: Planning & Zoning Commission

VIA: Mike Bell, AICP, Development Review Manager acting as Secretary of the Planning & Zoning Commission *MB*
Christina D. Day, AICP, Director of Planning *CD*

SUBJECT: Results of Planning & Zoning Commission Meeting of September 3, 2024

AGENDA ITEM NO. 2 - ZONING CASE 2024-017
PETITIONER: DFW CHINATOWN COIT, LLC

Request for a Specific Use Permit for a Trade School on one lot on 0.02 acre located 230 feet north of Park Boulevard and 440 feet west of Coit Road. Zoned Retail. Project #ZC2024-017.

APPROVED: 8-0

Speaker Card(s) Received:	Support:	<u>1</u>	Oppose:	<u>0</u>	Neutral:	<u>0</u>
Letters Received Within 200' Notice Area:	Support:	<u>0</u>	Oppose:	<u>0</u>	Neutral:	<u>1</u>
Petition Signatures Received:	Support:	<u>0</u>	Oppose:	<u>0</u>	Neutral:	<u>0</u>
Other Responses:	Support:	<u>0</u>	Oppose:	<u>0</u>	Neutral:	<u>0</u>

RESULTS:

The Commission recommended the item for approval as submitted.

To view the hearing, please click on the provided link:
<https://planotx.new.swagit.com/videos/314073?ts=258>

MC/ko

cc: Eric Hill, Assistant Director of Planning
Christina Sebastian, Land Records Planning Manager
Melissa Kleineck, Lead Planner
Justin Cozart, Sr. GIS Technician
Jeanna Scott, Building Inspections Manager
Dorothy Alatorre, Sr. Administrative Assistant - Neighborhood Services

AGENDA ITEM NO. 2

PUBLIC HEARING: Zoning Case 2024-017

PETITIONER: DFW Chinatown Coit, LLC

CASE PLANNER: Molly Coryell, AICP

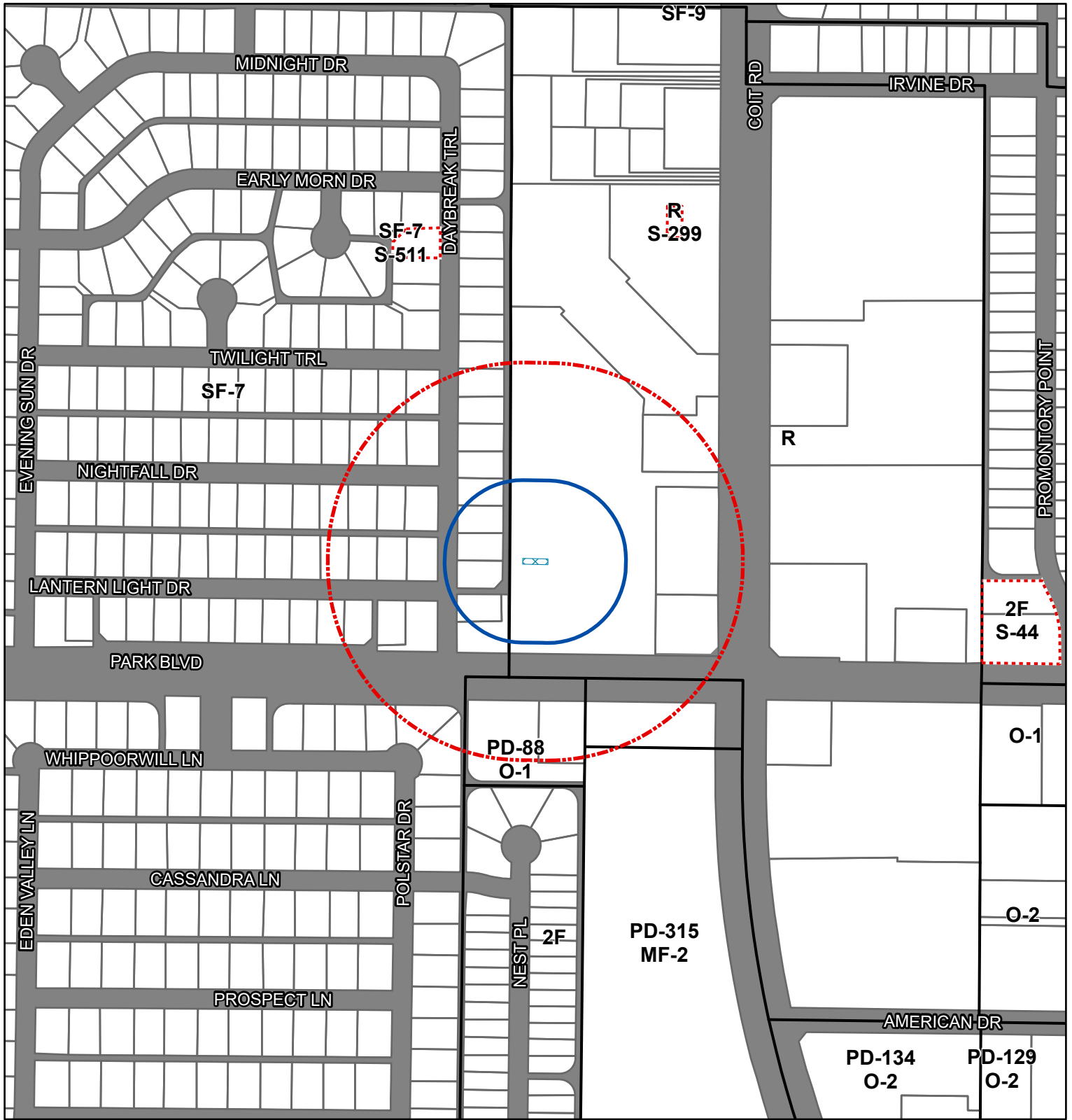
DESCRIPTION: Request for a Specific Use Permit for a Trade School on one lot on 0.02 acre located 230 feet north of Park Boulevard and 440 feet west of Coit Road. Zoned Retail. Project #ZC2024-017.

EXECUTIVE SUMMARY

The applicant is requesting a Specific Use Permit for a Trade School within a 948-square-foot suite on the second floor of an existing retail shopping center zoned Retail (R). The trade school will specialize in the training of message therapists. Major considerations of this request include:

- Trade School/Licensed Massage Therapy – Trade schools are establishments, other than public or parochial schools, private schools, or colleges, offering training or instruction in a trade, art, or occupation. Because the business specializes in the training of students, it is classified as a Trade School and not Licensed Massage Therapy. Licensed Massage Therapy, which is a health care service by a licensed massage therapist, is permitted by-right in the Retail (R) zoning district.
- Operations – The proposed business will be located in a 948-square-foot suite on the second floor of an existing shopping center. According to the applicant, the business will train no more than 20 students at a time with three instructors. Hours of operation will be 9:00 a.m. to 8:00 p.m.
- Conformance to the Comprehensive Plan – The subject property is designated as Community Corners (CC) on the Future Land Use Map of the Comprehensive Plan. Staff finds the request consistent with the Comprehensive Plan.

For these reasons, staff recommends approval of the request.



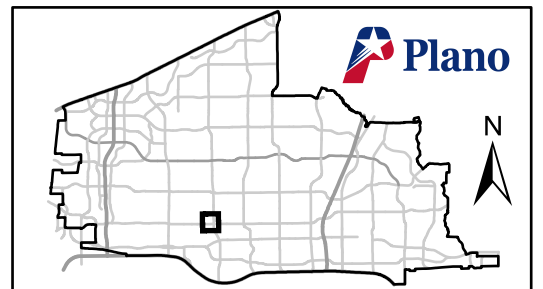
Zoning Case: 2024-017

Existing Zoning: Retail

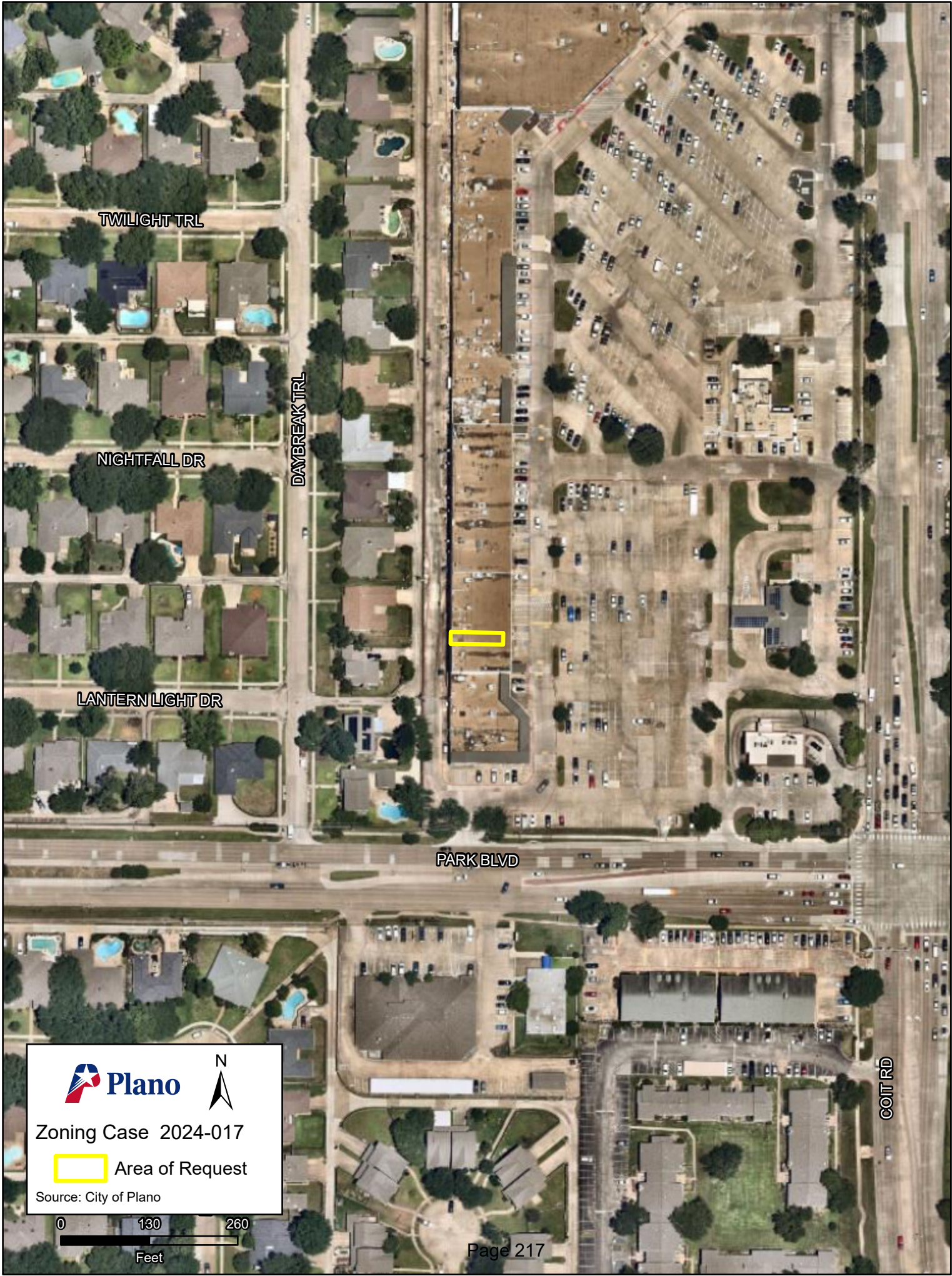
Proposed Zoning: Specific Use Permit for a Trade School

500' Notification Buffer Subject Property Zoning Boundary Change/SUP
200' Notification Buffer Streets Zoning Boundary
Municipal Boundaries Specific Use Permit

Source: City of Plano



0 262.5 525 1,050
Feet



TWILIGHT TRL

NIGHTFALL DR

LANTERN LIGHT DR


DAYBREAK TRL

PARK BLVD

COIT RD



Zoning Case 2024-017

 Area of Request

Source: City of Plano

0 130 260
Feet

STAFF PRELIMINARY REPORT – INTRODUCTORY REMARKS

The applicant is requesting a Specific Use Permit (SUP) for a Trade School in a 948-square-foot suite space located on the second floor of an existing shopping center zoned Retail (R). The trade school will train students seeking their state license in massage therapy.

Zoning – The subject property is currently zoned Retail (R). *Section 10.400.1 (Purpose)* of the Zoning Ordinance states the purpose of the R district is as follows:

The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling or warehousing. Limited residential uses may be considered appropriate as an extension of surrounding neighborhoods.

Specific Use Permit – *Section 6.100 (Specific Use Permits)* of the Zoning Ordinance states:

The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district, which could benefit the general welfare in a particular case, provided that adequate development standards and safeguards are established.

Additionally, *Section 6.100 (Specific Use Permits)* 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.

Proposed Use – The Zoning Ordinance defines a Trade School as follows:

Establishments, other than public or parochial schools, private schools, or colleges, offering training or instruction in a trade, art, or occupation.

Licensed Massage Therapy – The Zoning Ordinance defines Licensed Massage Therapy as follows:

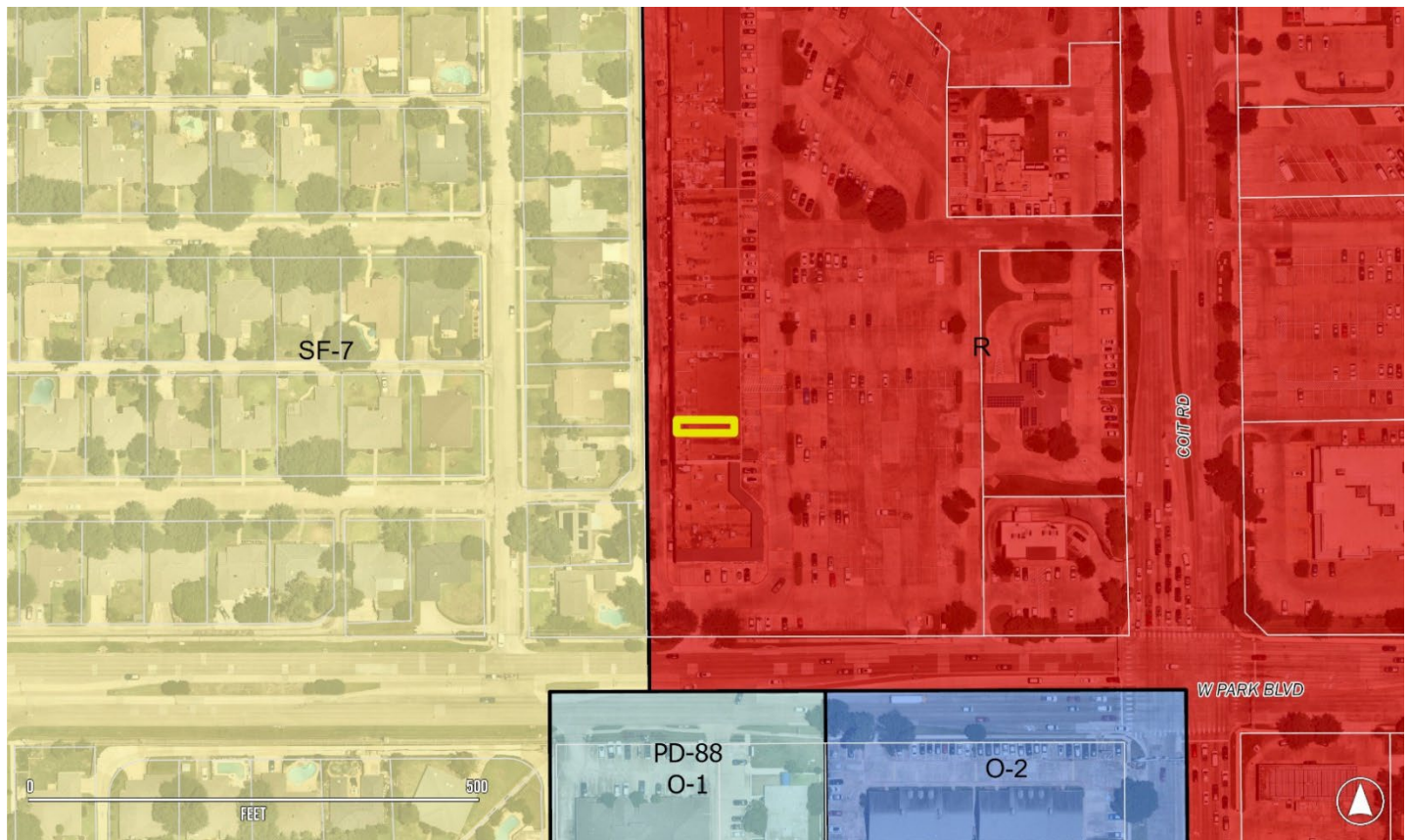
A health care service practiced by a licensed massage therapist, as defined by state law. “Massage therapy” means the manipulation of soft tissue for therapeutic purposes. The term includes, but is not limited to, effleurage (stroking), petrissage (kneading), strokes, and Swedish gymnastics, either by hand or with mechanical or electrical apparatus for the purpose of body massage. Massage therapy may include the use of oil, salt, glows, heat lamps, hot and cold packs, tub, shower, or cabinet baths. Equivalent terms for massage therapy are massage, therapeutic massage, massage technology, myotherapy, or any derivation of those terms. The terms “therapy” and “therapeutic” do not include diagnosis, the treatment of illness or disease,

or any service or procedure for which a license to practice medicine, chiropractic, physical therapy, or podiatry is required by law.”

SUP Restrictions – No SUP restrictions are recommended as part of this request.

Surrounding Land Use and Zoning – The subject property is a 948-square-foot lease space within a larger 12.3-acre lot zoned Retail (R) and developed with a shopping center that includes retail stores, restaurants, professional/general administrative offices, business services, and a bank. The surrounding uses and zoning listed below are for those surrounding the larger 12.3-acre lot.

North	The properties to the north and northeast are zoned R and developed with a grocery store and drive-through restaurant.
East	The properties to the east are zoned R and developed with banks. Farther to the east across Coit Road is a shopping center zoned R and developed with various retail, restaurant, and service uses.
South	The properties to the south across Park Boulevard are zoned General Office (O-2) and Planned Development-88-Neighborhood Office (PD-88-O-1) and are developed with medical offices, a professional/general administrative office, and a veterinary clinic.
West	The properties to the west are zoned Single-Family Residence-7 and developed with single-family homes.



STAFF PRELIMINARY REPORT – CONFORMANCE TO THE COMPREHENSIVE PLAN

Guiding Principles – This set of Guiding Principles to the Comprehensive Plan establishes overarching themes that apply to all policies and actions and express values for Plano Today, Plano 2050, and Plano Together. Since the principles do not stand alone but are used in concert with one another and carry across the Plan as a whole, each principle must be judged through a lens that incorporates all other principles to be fully and accurately understood. As such, the Commission is encouraged to review the full list of Guiding Principles and judge zoning requests through the lens of all principles.

Core Policies

The following policies serve as the fundamental basis for all staff recommendations for land-based zoning cases:

Land Use: *Plano will support a system of organized land use to provide housing and employment choices aligned with the market, where new and redevelopment areas respect the viability and quality of life for existing neighborhoods, businesses, and institutions.*

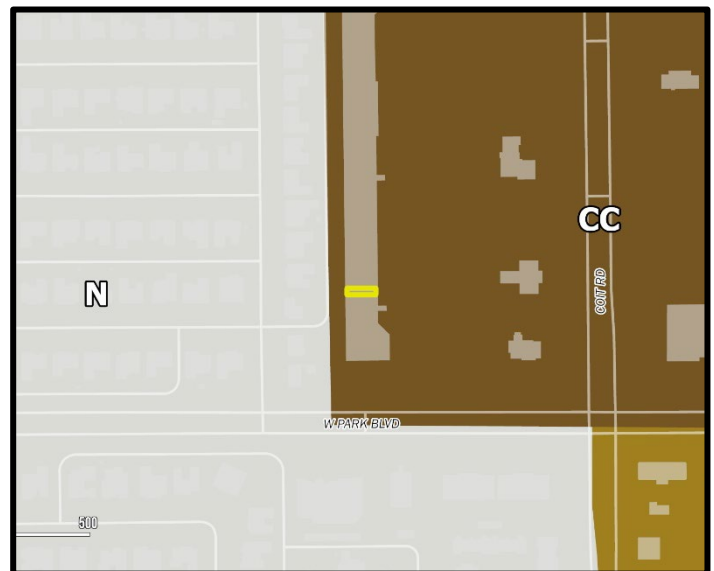
Redevelopment & Growth Management: *Plano will protect and preserve the well-established built environment of Plano and prevent overcrowding by requiring new growth and redevelopment to respect the unique development patterns, suburban character, housing needs, infrastructure capacity considerations, and fiscal constraints of our community.*

Future Land Use Map Category & Dashboard

Future Land Use – The subject property is located within the **Community Corners (CC)** category of the Future Land Use Map (FLUM).

Description: *The CC category applies to retail sites on the corners of major arterial roadways that traditionally serve the general retail, service, office, and institutional needs of surrounding neighborhoods. These areas are often anchored by uses such as a large grocery store, hardware store, department store, fitness center, or other big box retailer.*

The request for a Specific Use Permit for Trade School is consistent with the description of the CC category as retail uses are supported.



FLUM – CC Description and Priorities

Description		Meets
Priorities	#1: Reducing excess retail zoning and square footage	N/A
	#2: Innovative redevelopment concepts	N/A
	#3: Green space & amenities	N/A

[Mix of Uses](#) – The subject site is currently classified as Retail Types. A trade school use would also be classified as Retail Types within the Employment Mix. Therefore, the request would result in no change to the Mix of Uses.

[Desirable Character Defining Elements in CC Designation](#) – The proposed SUP for Trade School does not include changes to the existing site or building. Therefore, the Character Defining Elements are not applicable to this request.

Other Comprehensive Plan Maps

The request is in conformance with the Thoroughfare Plan Map, Bicycle Transportation Plan Map, Parks Master Plan Map, or Expressway Corridor Environmental Health Map.

Additional Comprehensive Plan Policies

[Findings Policy](#) – Findings are not required to approve this request.

[Facilities & Infrastructure Policy](#)

Water and Sewer – Water and sanitary sewer services are available to serve the subject property.

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

Public Safety Response Time – Fire emergency response times will be sufficient to serve the site based on existing personnel, equipment, and facilities.

Conformance to the Comprehensive Plan Summary

Policy or Study	Analysis
Future Land Use Map and Dashboards	
Description & Priorities	Meets
Mix of Uses	No Change
Character Defining Elements	N/A
Other Comprehensive Plan Maps	N/A
Findings Policy	N/A
Facilities & Infrastructure Policy	Meets

STAFF PRELIMINARY REPORT – ANALYSIS & RECOMMENDATION

Trade School

The applicant is requesting a Specific Use Permit (SUP) for Trade School to operate a business training students to become licensed massage therapists. The subject property is a 948-square-foot lease space on the second story of an existing 74,250-square-foot shopping center. According to the applicant, the school will operate from 9 a.m. to 8 p.m. and will train up to 20 students at a time with three instructors.

The subject property is zoned Retail (R), which requires an SUP for trade schools. However, a Licensed Massage Therapy use, which conducts similar functions, is a permitted use in the R district. Staff considers the use to be low intensity based on the number of trips generated, size of the suite, and amount of parking required. No negative impacts to the site or surrounding land uses are anticipated by this business. For these reasons, staff finds the proposed trade school to be complementary with the adjacent retail uses.

SUMMARY:

The applicant is requesting a Specific Use Permit for Trade School to operate a business specializing in the training of students seeking their massage therapy license. This use is complementary with the adjacent retail uses and would not negatively impact the surrounding area. The request is in conformance with the policies of the Comprehensive Plan. For these reasons, staff is supportive of the request.

RECOMMENDATION:

Recommended for approval as submitted.



August 21, 2024

Molly Coryell, Senior Planner
City of Plano
1520 K Avenue, 2nd Floor
Suite 250, Plano, Texas 75074

RE: ZC2024-017 Information sheet

Dear Ms. Coryell,

Please find below additional information regarding the Specific Use Permit for the trade school at 2001 Coit Road Suite 204.

1. General Description of the Business:

- Our facility operates as a instructional massage school for students seeking a state massage license.

2. Number of Students, Instructors, etc.:

- We enroll one class at a time, with a maximum of 20 students. New classes begin after the previous class graduates.
 - **Students:** 20
 - **Instructors:** 3

3. Clients for Instruction Demonstration and Practice:

- We have approximately 200 clients in total.
- Each student is required to complete practical training on 50 clients during the course.

4. Anticipated Hours of Operation:

- Monday to Saturday, 9:00 AM to 8:00 PM

5. Other General Information:

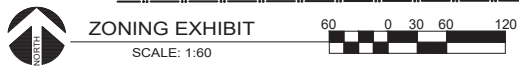
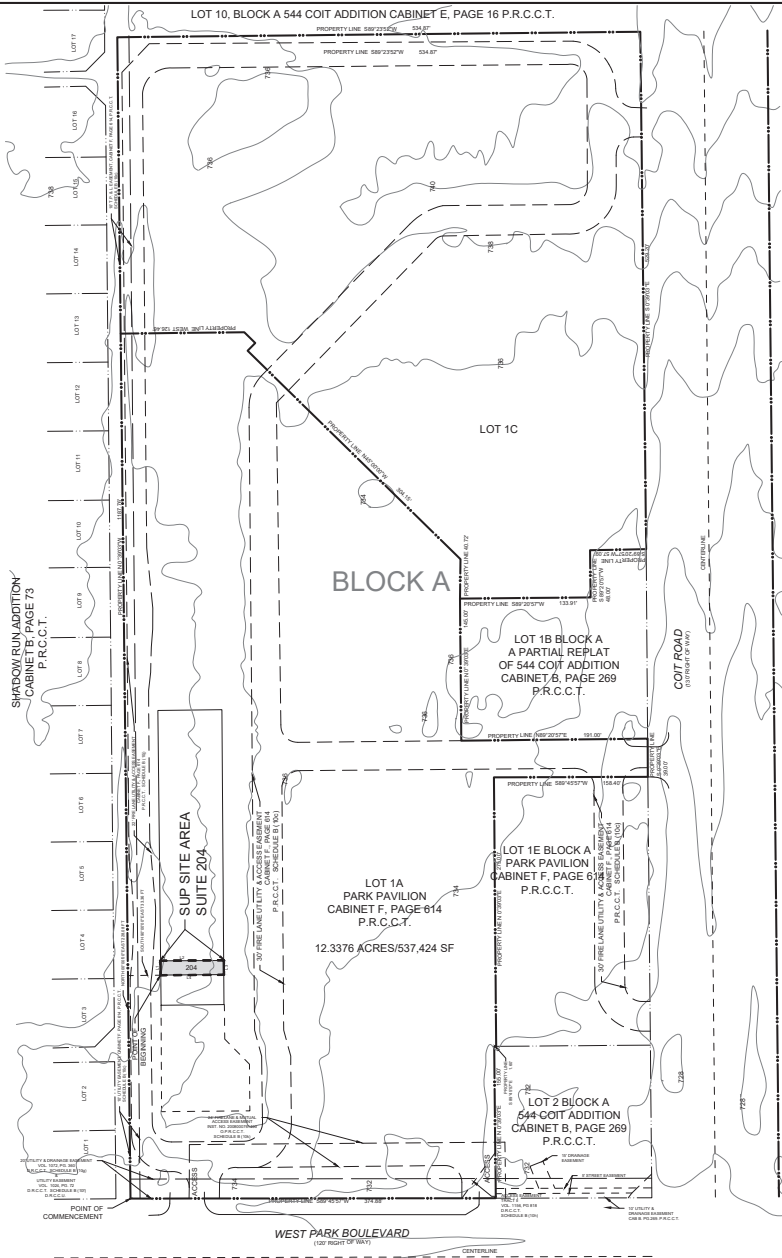
- **Is the facility registered by the state?** Yes
- **Is class size or student count regulated by the state?** Yes

Thank you for your assistance in this matter. Please contact me at 469-275-2414 if I can be of further assistance.

Warm regards,

A handwritten signature in black ink, appearing to read "Jennifer Hiromoto".

Jennifer Hiromoto



BEING A 948 SQUARE FEET OR 0.022 ACRE TRACT OF LAND SITUATED IN THE T.J. COTTON SURVEY, ABSTRACT NO. 202, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, SAID TRACT BEING PART OF LOT 1A, BLOCK A, OF PARK PAVILION, THE 2ND REPLAT OF 544 COIT ADDITION, AN ADDITION TO THE CITY OF PLANO, RECORDED IN CABINET 9, PAGE 15, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS (M.R.C.C.T.), AND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO DFW CHINATOWN COIT, LLC, RECORDED IN DOCUMENT # 20170721000963420, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 3/4 INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID LOT 1A, SAME BEING THE SOUTHEAST CORNER OF LOT 1, SHADOW RUN ADDITION, AN ADDITION TO THE CITY OF PLANO, RECORDED IN CABINET B, PAGE 73 (M.R.C.C.T.);

THENCE NORTH 00°00'00" EAST, WITH THE COMMON LINE BETWEEN SAID LOT 1A, AND SAID SHADOW RUN ADDITION, A DISTANCE OF 228.08 FEET TO A POINT LOCATED ON LEVEL TWO OF THE EXISTING BUILDING;

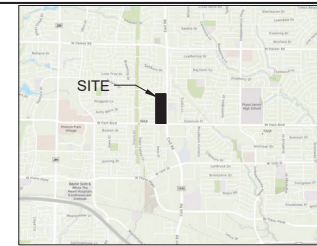
THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 33.36 FEET TO THE POINT OF BEGINNING;

THENCE OVER AND ACROSS SAID LOT 1A, THE FOLLOWING COURSES AND DISTANCES:

- NORTH 00°00'36" EAST, A DISTANCE OF 14.67 FEET TO A CORNER;
- SOUTH 89°56'17" EAST, A DISTANCE OF 64.60 FEET TO A CORNER;
- SOUTH 00°00'36" WEST, A DISTANCE OF 14.67 FEET TO A CORNER;

NORTH 89°56'17" WEST, A DISTANCE OF 64.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 948 SQUARE FEET OR 0.022 ACRES OF LAND MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	NORTH 00°00'36" EAST	14.67
L2	SOUTH 89°56'17" EAST	64.6
L3	SOUTH 00°00'36" WEST	14.67
L4	NORTH 89°56'17" WEST	64.6



VICINITY MAP



BUZZ URBAN PLANNING, LLC
JENNIFER HIRCHMOTO
469.275.2414
jennifer@buzzurbanplanning.com



EBA
E BROOKE ASSOCIATES, LLC
ERIN BROOKE BISHOP-FREDERICK
erin@ebrooke.com

NWC COIT RD & W. PARK BLVD
PLANO, TX

NOTE: 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 action taken on this zoning case.

ZC2024-017 HARVARD MESSAGE INSTITUTE AT PARK PAVILION CENTER APPROX. 0.022 ACRES OF LAND SITUATED IN THE T.J. COTTON SURVEY, ABSTRACT NO. 202, WITHIN LOT 1A, BLOCK A, OF PARK PAVILION, THE 2ND REPLAT OF 544 COIT ADDITION, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TX OWNER: DFW Chinatown Coit LLC 2606 Brenner Dr Dallas, TX 75220 469-385-2174 PREPARED BY Anel Rodríguez, RPLS arodriguez@arasurveying.com www.arasurveying.com 972-946-4172 & Erin Fredl, PLA erin@ebrooke.com; 817-219-2665
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08/12/2024
ZC2024-017
SHEET 1/1

CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: CCAD Nomination Resolution
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Consideration of a Resolution to nominate an individual for election to the Collin Central Appraisal District Board of Directors; and providing an effective date. **Adopted Resolution No. 2024-9-18(R) nominating Rick Grady.**

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Approval of this Resolution will support the City's Strategic Plan Critical Success Factor of Residential and Commercial Economic Vitality.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	9/10/2024	Resolution

A Resolution of the City of Plano, Texas, nominating an individual for election to the Collin Central Appraisal District Board of Directors; and providing an effective date.

WHEREAS, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Collin Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

WHEREAS, each voting unit may nominate from one to five candidates in an open meeting for the position of member on the Collin Central Appraisal District Board of Directors; and

WHEREAS, the City Council desires to nominate _____ to be placed on the ballot for election to the Collin Central Appraisal District Board of Directors;

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

Section I. The City Council of the City of Plano, Texas, nominates the following person(s) to be placed on the ballot for election to the Collin Central Appraisal District Board of Directors:

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

PASSED AND APPROVED on the 23rd day of September, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY COUNCIL AGENDA MEMO

MEETING DATE: 9/23/2024
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: DCAD Nomination Resolution
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Consideration of a Resolution to nominate an individual for election to the Denton Central Appraisal District Board of Directors; and providing an effective date. **No action taken**

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Approval of this Resolution will support the City's Strategic Plan Critical Success Factor of Residential and Commercial Economic Vitality.

ATTACHMENTS:

Description	Upload Date	Type
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