



## CITY COUNCIL

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

**DATE: October 28, 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](http://www.planotv.org) by clicking on the Public Meetings Live tab, [YouTube.com/cityofplanotexas](https://www.youtube.com/c/cityofplanotexas) and [Facebook.com/cityofplanotx](https://www.facebook.com/cityofplanotx).

To speak at the meeting, register at [Plano.gov/SpeakerRegistration](http://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](mailto:councilcomments@plano.gov).

### **CALL TO ORDER**

**INVOCATION: Rabbi Stefan Weinberg - Congregation Anshai Torah**

### **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) October 14, 2024  
**Approved**

### **Approval of Expenditures**

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

- (b) RFB No. 2024-0584-B for Arterial Concrete Repair Communications Parkway - Legacy Drive to Chapel Hill Boulevard, Project No. PW-S-00064, for the Public Works Department to Garret Shields Infrastructure, LLC in the amount of \$1,530,000; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2024-0403-B for Intersection Improvements - Ohio Drive at Park Boulevard, Ventura Drive at Park Boulevard, Custer Road at USA Drive, Custer Road at Ridgeview Drive, 18th Street at Jupiter Road, Project No. 7571, for the Engineering Department to Jim Bowman Construction Company, L.P. in the amount of \$2,710,425; and authorizing the City Manager to execute all necessary documents. **Approved**

### **Approval of Contract Modification**

- (d) To approve an increase to the current awarded contract amount of \$130,000 by \$7,500, for a total contract amount of \$137,500, the removal of the Worker's Compensation insurance requirement, and extending the term through October 31, 2025, with an optional one-year renewal term for professional services for the management of the Plano Mayor's Summer Internship Program (PMSIP) to Amber Zuckerman, a sole proprietor; and authorizing the City Manager to execute all necessary documents. (Modification No. 1) **Approved**

### **Approval of Expenditure**

- (e) To approve an expenditure for engineering professional services for Paving Improvements - Los Rios Boulevard at Plano East Senior High School, Project No. ENG-S-00017, in the amount of \$124,508 from Schaumburg & Polk, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved**

### **Approval of Contract / Agreement**

- (f) To approve an Interlocal Agreement by and between the City of Plano, Texas and Plano Independent School District regarding the proposed sale of real property; and authorizing the City Manager to execute all necessary documents. **Approved**

**Adoption of Resolutions**

- (g) To amend Resolution No. 2001-9-30(R) for renaming City streets to provide certain enumerated exceptions; and providing an effective date. **Adopted Resolution No. 2024-10-6(R)**
- (h) To authorize the filing of application for federal funds in an amount not to exceed \$202,500.00 under the Fiscal Year 2024 Homeland Security Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date. **Adopted Resolution No. 2024-10-7(R)**
- (i) To terminate The Bank of New York Mellon Trust Company, N.A. as current paying agent/registrar for certain outstanding debt obligations of the City and appointing UMB Bank, N.A. as a successor paying agent/registrar for certain outstanding debt obligations of the City; approving and authorizing the execution of the Paying Agent/Registrar Agreement with UMB Bank, N.A.; resolving other matters incident and related thereto; and providing a severability clause and an effective date. **Adopted Resolution No. 2024-10-8(R)**

**Adoption of Ordinances**

- (j) To vacate the right-of-way designation on a tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas, and being 0.159 acres of J Avenue; and providing an effective date. **Adopted Ordinance No. 2024-10-9**
- (k) To change the name of Westside Drive, a dedicated street within the City of Plano, Collin County, Texas, to be named Wildcat Way; providing for a change in the official records to reflect such action; and providing an effective date. **Adopted Ordinance No. 2024-10-10**
- (l) To amend Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, to establish a no parking zone along Huntington Drive within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2024-10-11**
- (m) To amend Section 12-101, Prohibited on certain streets at all times, Section 12-103.2(b), One-hour parking, and Section 12-112.5(a), Loading and unloading in the downtown area, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, to: (1) remove existing parking restrictions along certain sections of 14th Street and M Avenue that are in conflict with the proposed parking restrictions or that are redundant, (2) establish 1-hour parking spaces along the north side of 14th Street between M Avenue and N Avenue and along the east side of M Avenue between 14th Street and 15th Street, and (3) establish a 20-minute loading zone along the north side of 14th Street between M Avenue and N Avenue, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2024-10-12**

- (n) To amend Section 16-165, Basis for establishing the areas of special flood hazard, of Division 1, Generally, of Article VIII, Flood Damage Prevention, of Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas to adopt the new Flood Insurance Rate Maps and Flood Insurance Study as issued by the Federal Emergency Management Agency (“FEMA”) and Subsection f, of Section 16-177, Standards for subdivision proposals, of Division 3, Flood Hazard Reduction, of Article VIII, Flood Damage Prevention, of Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas to include new developments as part of the requirement as requested by FEMA; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2024-10-13**

**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 2024-019 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Urban Mixed Use-2 on 86.2 acres of land located on the west side of Coit Road, 970 feet north of Mapleshade Lane and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, to modify phasing and development standards; 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: C190R Land LTD., Crow-Billingsley LTD. No. 10, Crow-Billingsley 635 Beltline, LTD., The Neighborhoods at Coit No. 1 Beacon CD, LTD., The Neighborhoods at Coit No. 1 Beacon EJ, LTD., Sherpa Dallas Properties, LTD., Beacon Square Association, and University Business Park II **Conducted and adopted Ordinance No. 2024-10-14**
- (2) Consideration of a Resolution to adopt the 2025 Legislative Program for the City of Plano, Texas; directing the City Manager or his designee to act with regard to the City’s 2025 Legislative Program; and providing an effective date. **Adopted as amended Resolution No. 2024-10-15(R)**



## **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:** 10/28/2024

**DEPARTMENT:** City Secretary

**DIRECTOR:** Lisa Henderson, City Secretary

**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.**

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**AGENDA ITEM:** To speak at the meeting, register at [Plano.gov/SpeakerRegistration](http://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.**

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**RECOMMENDED ACTION:** Location Link

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## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024  
**DEPARTMENT:** City Secretary  
**DIRECTOR:** Lisa Henderson, City Secretary  
**AGENDA ITEM:** Approval of October 14, 2024, Minutes  
**RECOMMENDED ACTION:** Approval of Minutes

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### **ITEM SUMMARY**

October 14, 2024

**Approved**

### **ATTACHMENTS:**

Description	Upload Date	Type
Preliminary Open Meeting Minutes	10/22/2024	Minutes
Regular Meeting Minutes	10/23/2024	Minutes

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
October 14, 2024**

**COUNCILMEMBERS PRESENT**

John B. Muns, Mayor  
Maria Tu, Mayor Pro Tem  
Julie Holmer, Deputy Mayor Pro Tem – via Zoom  
Anthony Ricciardelli – arrived at 5:32 p.m.  
Kayci Prince  
Shelby Williams  
Rick Smith

**COUNCILMEMBERS ABSENT**

Rick Horne

**STAFF PRESENT**

Mark Israelson, 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 5:31 p.m., Monday, October 14, 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; discuss Economic Development, Section 551.087; 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 5:35 p.m.

Mayor Muns reconvened the meeting back into the Preliminary Open Meeting at 6:35 p.m. Mayor Pro Tem Tu arrived at 6:36 p.m. Deputy Mayor Pro Tem Holmer did not return to the meeting.

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

- **Personnel - Appointments:**

- **a) Board of Adjustment – Member and/or Alternate Member**

- Upon a motion made by Councilmember Ricciardelli and seconded by Mayor Muns, the Council voted 6-0 to move Jose Figueroa to a regular member and appoint Staci Weaver as an alternate member.

- **b) Building Standards Commission - Members, Alternate Members and Chair**

- Upon a motion made by and amended by Councilmember Ricciardelli and seconded by Councilmember Williams, the Council voted 6-0 to appoint Elle Cole (exp. 10/25), John Egan (exp. 10/26), and Lawrence Chan (exp. 10/26) as regular members; Robert Thomas (exp. 10/25) and Ali Attar (exp. 10/26) as alternate members; and reappoint Ed Acklin as Chair.

- **Personnel - Appointments**
  - a) **Retirement Security Plan Committee - Members and Chair**

Upon a motion made by Councilmember Prince and seconded by Councilmember Ricciardelli, the Council voted 6-0 to appoint Michael Mendenhall (citizen) and Rachel Patterson (employee) as members and reappoint Karen Rhodes-Whitley as Chair, as recommended by City Manager Israelson.
  - b) **Tax Increment Financing Reinvestment Zone No. 2 and 3 Boards - Chair**

Upon a motion made by Councilmember Williams and seconded by Councilmember Smith, the Council voted 6-0 to reappoint Corey Reinaker as Chair.
  - c) **Tax Increment Financing Reinvestment Zone No. 5 - Chair**

Upon a motion made by Councilmember Smith and seconded by Mayor Muns, the Council voted 6-0 to table the appointment to the October 28, 2024, Council Meeting.
- **Discussion and direction re: Legislative Program**

Council provided direction to consider adding local control regarding land use, including STR's; broadening permissible Hotel Occupancy Tax uses including sport tournament activities and focusing on economic development; amendments to the Public Funds Investment Act; water and energy reliability; apprise Council if SB 147 or something similar is filed; and more frequent briefings to Council.
- **Discussion and direction re: extra duty solutions for the Police Department**

This item was moved to the October 28, 2024, Council Meeting
- **Consent and Regular Agendas**

Consent Item "N" (staff)
- **Council items for discussion/action on future agendas**

Enforcement of the Boarding House ordinance (Ricciardelli/Williams)  
Terminology used by the City for holidays (Williams/Ricciardelli)

With no further discussion, the Preliminary Open Meeting adjourned at 6:59 p.m.

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John B. Muns, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

**PLANO CITY COUNCIL  
REGULAR SESSION  
October 14, 2024**

**COUNCIL MEMBERS PRESENT**

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

**COUNCIL MEMBERS ABSENT**

Julie Holmer, Deputy Mayor Pro Tem  
Rick Horne

**STAFF PRESENT**

Mark Israelson, 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, October 14, 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**

Pastor Adeola Michael with Christ Embassy Plano, led the invocation and the City Council led the Pledge of Allegiance and Texas Pledge.

**Consent Agenda**

**MOTION:** Upon a motion made by Councilmember Prince and seconded by Councilmember Ricciardelli, the Council voted 6-0 to approve all items on the Consent Agenda, except Item “N”, as follows:

**Approval of Minutes**

September 23, 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. 2024-0570-ER** for the initial term of \$1,144,650 or two (2) years, whichever occurs first, with two (2) City optional renewals for Brick Screening Wall Requirements Contract - 2024, Project No. PW-S-00058, for the Public Works Department to Tracon Ventures, Ltd. in the amount of \$1,144,650 for each term; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

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

To approve the purchase of twenty-nine (29) Chevrolet Tahoe Police Pursuit Vehicles (PPV) in the amount of \$1,581,521 from Lake Country Chevrolet through an existing contract; and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 210907) (Consent Agenda Item “C”)

To approve the purchase of OKTA licensing and support for the City of Plano’s Single Sign-On (SSO) and Multi-Factor Authentication (MFA) solution for City user and Customer accounts in the estimated amount of \$423,710 from CyberOne through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas DIR Contract No. TX DIR-TSO-4288) (Consent Agenda Item “D”)

To approve the purchase of forty-two (42) Getac V110G7 laptops, forty-one (41) S410G5 laptops, and ancillary items for the Fire Department in the estimated amount of \$330,970 from Symbiote Solutions through an existing contract; and authorizing the City Manager to execute all necessary documents. (NCPA Contract No. 01-170) (Consent Agenda Item “E”)

To approve the purchase of three hundred and fifty (350) Getac S410G5 laptops for the Police Department in the amount of \$930,348 from GTS Technology Solutions through an existing contract; and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 230105) (Consent Agenda Item “F”)

#### **Approval of Expenditure**

To approve an expenditure for architectural professional services for Hall Park Master Plan, Project No. PKR-P-00113, in the amount of \$178,500 from Architects Design Group, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

#### **Approval of Contract / Agreement**

To authorize the Mayor to execute a Restated and Amended Employment Agreement by and between Mark Israelson and the City of Plano for City Manager services; extending the expiration date to December 31, 2027; and providing an effective date. (Consent Agenda Item “H”)

To authorize the Mayor to execute a Restated and Amended Employment Agreement by and between Paige Mims and the City of Plano for City Attorney services; extending the expiration date to December 31, 2027; and providing an effective date. (Consent Agenda Item “I”)

To approve an Interlocal Agreement by and between the City of Plano, the City of Allen, and the City of Parker for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

To approve an Interlocal Agreement by and between the City of Plano, the City of Allen, and the City of Lucas for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

To approve an Interlocal Agreement by and between the City of Plano, the City of Allen, and Texas Health Plano for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “L”)

### **Adoption of Resolutions**

**Resolution No. 2024-10-1(R):** To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date. (Consent Agenda Item “M”)

### **Adoption of Ordinances**

**Ordinance No. 2024-10-2:** To adopt and enact Supplement Number 149 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “O”)

### **End of Consent**

**Ordinance No. 2024-10-3:** To approve the carrying-forward of certain fiscal year 2023-24 funds to fiscal year 2024-25; and providing an effective date. (Consent Agenda Item “N”)

City Manager Israelson explained a \$150,000 item was removed from the list provided in the agenda packet. An amended ordinance and carryover list was provided to the City Council.

**MOTION:** Upon a motion made by Councilmember Prince and seconded by Councilmember Ricciardelli, the Council voted 6-0 to approve the carrying-forward of certain fiscal year 2023-24 funds to fiscal year 2024-25; as amended; and further to adopt Ordinance No. 2024-10-3.



**Public Hearing and adoption of Ordinance No. 2024-10-4** as requested in Zoning Case 2024-013 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 12.6 acres of land located on the north side of Mapleshade Lane, 230 feet east of Ohio Drive, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Light Industrial-1 to Planned Development-25-Light Industrial-1 to modify the standards for mini-warehouse/public storage; 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: Crow-Billingsley Pardue LTD. (Regular Item “1”)

Mayor Muns opened the public hearing. Michael Holigan with Maranello, LLC, the applicant, spoke to the project. Mayor Muns closed the public hearing.

**MOTION:** Upon a motion made by Councilmember Smith and seconded by Councilmember Williams, the Council voted 6-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 12.6 acres of land located on the north side of Mapleshade Lane, 230 feet east of Ohio Drive, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Light Industrial-1 to Planned Development-25-Light Industrial-1 to modify the standards for mini-warehouse/public storage; directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2024-013; and further to adopt Ordinance No. 2024-10-4.

**Public Hearing and adoption of Ordinance No. 2024-10-5** as requested in Zoning Case 2024-015 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 4.7 acres of land located on the east side of Mapleshade Lane, 605 feet north of State Highway 190, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Corridor Commercial to Light Industrial-1; 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: My Possibilities & NTFB-Perot Family Campus (Regular Item “2”)

Mayor Muns opened the public hearing. Tim Spiars with Spiars Engineering, representing the applicant, spoke to the project. Mayor Muns closed the public hearing.

**MOTION:** Upon a motion made by Councilmember Ricciardelli and seconded by Mayor Pro Tem Tu, the Council voted 6-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 4.7 acres of land located on the east side of Mapleshade Lane, 605 feet north of State Highway 190, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Corridor Commercial to Light Industrial-1; directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2024-015; and further to adopt Ordinance No. 2024-10-5.

The Council took a brief recess from 7:21 p.m. to 7:24 p.m. to complete the Findings Forms.

**Comments of Public Interest**

Ales Stein addressed the Council.

With no further discussion, the Regular City Council Meeting adjourned at 7:27 p.m.

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John B. Muns, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

**MEETING DATE**

Monday, October 14, 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: THE SWAP BENEFITS BOTH PARTIES; and
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: BOTH BENEFIT; and
3. The request is consistent with other policies, actions, maps:
  - Bicycle Transportation Plan Map
  - Expressway Corridor Environmental Health Map
  - Future Land Use Map and Dashboards – Character Defining Elements
  - Parks Master Plan Map
  - Thoroughfare Plan Map & Cross-Sections
  - Undeveloped Land Policy
  - 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 

Date 10-14-24

**MEETING DATE**


Monday, October 14, 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: good use of space; and
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
  - Expressway Corridor Environmental Health Map
  - Future Land Use Map and Dashboards – Character Defining Elements
  - Parks Master Plan Map
  - Thoroughfare Plan Map & Cross-Sections
  - Undeveloped Land Policy
  - 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

\_\_\_\_\_  
Date

**MEETING DATE**

Monday, October 14, 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 helps a tremendous asset to our community (NIFP)  
and be even more effective without any detrimental impact on adjacent property owners. Also industrial is the new retail!
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
  - Expressway Corridor Environmental Health Map
  - Future Land Use Map and Dashboards – Character Defining Elements
  - Parks Master Plan Map
  - Thoroughfare Plan Map & Cross-Sections
  - Undeveloped Land Policy
  - 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.

Anthony Ricciardelli 10/14/24  
Signature Date

**MEETING DATE**

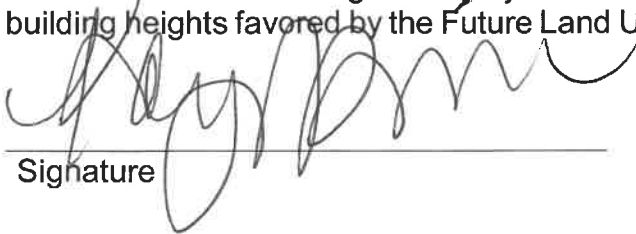
Monday, October 14, 2024

**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: the quality of life of Plano citizens will be  
and enhance by having more food available through UFB
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: it gives the opportunity for  
and a great community partner to expand
3. The request is consistent with other policies, actions, maps:
  - Bicycle Transportation Plan Map
  - Expressway Corridor Environmental Health Map
  - Future Land Use Map and Dashboards – Character Defining Elements
  - Parks Master Plan Map
  - Thoroughfare Plan Map & Cross-Sections
  - Undeveloped Land Policy
  - Other: Guiding Principle 3.5
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

10/14/24  
\_\_\_\_\_  
Date



**MEETING DATE**

Monday, October 14, 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: ~~land~~ use is consistent w/ immediately adjacent use; and
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: substantial benefit to the community; and
3. The request is consistent with other policies, actions, maps:
  - Bicycle Transportation Plan Map
  - Expressway Corridor Environmental Health Map
  - Future Land Use Map and Dashboards – Character Defining Elements
  - Parks Master Plan Map
  - Thoroughfare Plan Map & Cross-Sections
  - Undeveloped Land Policy
  - 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

10/14/2024  
\_\_\_\_\_  
Date

**MEETING DATE**


Monday, October 14, 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: Expands Access to needed community service;  
and
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
  - Expressway Corridor Environmental Health Map
  - Future Land Use Map and Dashboards – Character Defining Elements
  - Parks Master Plan Map
  - Thoroughfare Plan Map & Cross-Sections
  - Undeveloped Land Policy
  - Other: Community need
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

10/14/24  
\_\_\_\_\_  
Date





## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024

**DEPARTMENT:** Public Works

**DIRECTOR:** Abby Owens, Director of Public Works

**AGENDA ITEM:** Award of bid in the amount of \$1,530,000 for Arterial Concrete Repair Communications Parkway - Legacy Drive to Chapel Hill Boulevard, Project No. PW-S-00064

**RECOMMENDED ACTION:** Award/Rejection of Bid/Proposal

### **ITEM SUMMARY**

RFB No. 2024-0584-B for Arterial Concrete Repair Communications Parkway - Legacy Drive to Chapel Hill Boulevard, Project No. PW-S-00064, for the Public Works Department to Garret Shields Infrastructure, LLC in the amount of \$1,530,000; and authorizing the City Manager to execute all necessary documents. **Approved**

### **BACKGROUND**

Public Works recommends the bid for Arterial Concrete Repair Communications Parkway - Legacy Drive to Chapel Hill Boulevard, Project No. PW-S-00064 be awarded to Garret Shields Infrastructure, LLC, in the amount of \$1,530,000; to be accepted as the lowest responsible bid for the project, conditioned upon timely execution of all necessary documents. A total of 1,348 vendors were notified of the bid. Ten (10) bids were submitted.

This project involves the repair of an estimated 4,000 square yards of arterial concrete street, 27,000 square feet of sidewalk and 54 barrier free ramps, on Communications Parkway between Legacy Drive and Chapel Hill Boulevard.

Public Works employs three options for different types of pavement repair needs. City staff typically handle smaller isolated repairs of significantly damaged street, sidewalk and alley paving. Utilizing city crews for these areas is more cost-effective than a third party due to costs of mobilization and economy of scale. Next, the Department utilizes Requirements Projects that are location-based work orders to address moderate sized areas of disrepair. Staff create work orders for these areas with higher quantities of concrete repair and traffic control than City crews can address. Staff also inspects the third-party construction activities to ensure the work is performed to City specifications. Finally, larger areas of repair such as this project, are bid as separate contracts as neighborhood zone rehabilitation projects and arterial rehabilitation projects that cover several miles of infrastructure.

Public Works staff evaluate both the effectiveness of our street projects and feasibility to do more work with city staff. At this time, sufficient yard/storage space, staff space, and equipment are not available for city staff to perform larger pavement rehabilitation projects, such as this neighborhood zone rehabilitation project, and still address isolated areas for repair that cost the City more for private contractors to complete.

If this project is not awarded, the area on Communications Parkway between Legacy Drive and Chapel Hill Boulevard, will not be repaired. This will result in elevated maintenance and replacement costs in the future.

In addition, existing ADA compliance issues will not be repaired, leaving pedestrian facilities in an unsafe condition.

Engineer's estimate for this project is \$2,100,000.

**FINANCIAL SUMMARY/STRATEGIC GOALS**

Funding for this item is available in the 2024-25 Street Improvements CIP and is planned for future years, as well. Construction services for Arterial Concrete Repair Communications Parkway - Legacy Drive to Chapel Hill Boulevard, Project No. PW-S-00064, in the total amount of \$1,530,000, will leave a current year balance of \$1,400,000 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
Bid Recap	9/23/2024	Bid Recap
Location Map	9/23/2024	Map

**CITY OF PLANO**  
**RFB CIP**  
**SOLICITATION NO. 2024-0584-B**  
**ARTERIAL CONCRETE REPAIR COMMUNICATIONS PARKWAY – LEGACY DRIVE TO**  
**CHAPEL HILL BOULEVARD**  
**PROJECT NO. PW-S-00064**  
**BID RECAP**

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**Bid Opening Date/Time:** September 10, 2024 @ 2 p.m.

**Number of Vendors Notified:** 1,348

**Number of Vendors Submitting “No Bids”:** 5

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

**Number of Responsive Bids Submitted:** 10

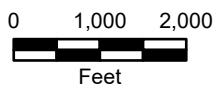
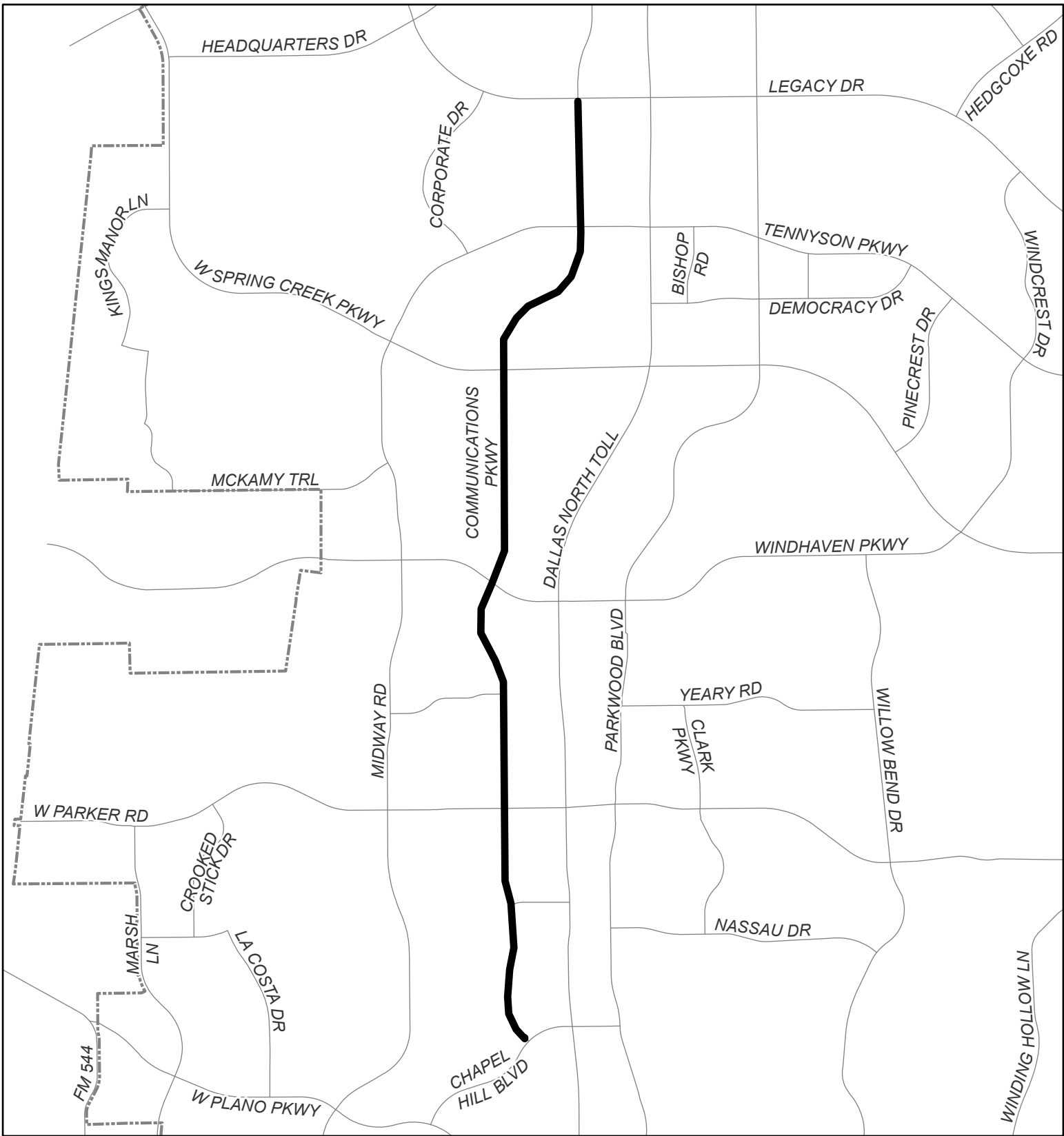
<b><u>Vendor:</u></b>	<b><u>Total Bid:</u></b>
Garret Shields Infrastructure, LLC	\$1,530,000.00
Cam-Crete Contracting, Inc.	\$1,712,600.00
Alvand Construction, Inc. dba Advance Contracting Group	\$1,784,350.00
ICOS Management, LLC	\$1,881,300.00
Jim Bowman Construction Company, L.P.	\$1,935,239.50
Urban Infraconstruction, LLC	\$1,969,700.00
Perfect General Contractors, LLC	\$1,972,195.00
Restoration Nation, Inc.	\$2,040,438.00
HQS Construction, LLC	\$2,213,250.00
AXIS Contracting, Inc.	\$3,975,130.00

**Recommended Vendor:**

Garret Shields Infrastructure, LLC \$1,530,000.00

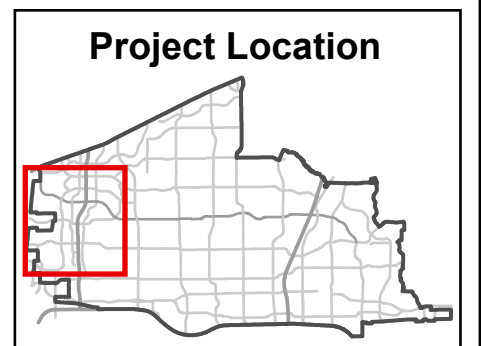
*Lincoln Thompson*  
Lincoln Thompson, NIGP-CPP  
Contract Administrator

*September 10, 2024*  
Date



**Arterial Concrete Repair  
 Communications Parkway - Legacy Drive to  
 Chapel Hill Boulevard**

**Project No. PW-S-00064**





## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024

**DEPARTMENT:** Engineering-CIP

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

**AGENDA ITEM:** Award of bid in the amount of \$2,710,425 for Intersection Improvements - Ohio Drive at Park Boulevard, Ventura Drive at Park Boulevard, Custer Road at USA Drive, Custer Road at Ridgeview Drive, 18th Street at Jupiter Road, Project No. 7571

**RECOMMENDED ACTION:** Award/Rejection of Bid/Proposal

### ITEM SUMMARY

RFB No. 2024-0403-B for Intersection Improvements - Ohio Drive at Park Boulevard, Ventura Drive at Park Boulevard, Custer Road at USA Drive, Custer Road at Ridgeview Drive, 18th Street at Jupiter Road, Project No. 7571, for the Engineering Department to Jim Bowman Construction Company, L.P. in the amount of \$2,710,425; and authorizing the City Manager to execute all necessary documents. **Approved**

### BACKGROUND

The Engineering Department opened bids on September 17, 2024 for the Intersection Improvements - Ohio Drive at Park Boulevard, Ventura Drive at Park Boulevard, Custer Road at USA Drive, Custer Road at Ridgeview Drive, 18th Street at Jupiter Road project. This project includes:

1. Ohio Drive and Park Boulevard - Dual eastbound and westbound left turn lanes, eastbound right turn lane, updated ramps, pavement markings and signal poles.
2. Custer Road and USA Drive - Crosswalk in eastbound - westbound direction, updated ramps, signal poles and video detection.
3. Custer Road and Ridgeview Drive - Includes pavement markings, crosswalks, signal poles, and has an optional bid for a westbound right turn lane for the City of Allen. City of Allen is accepting Option 1 for the Turn Lane addition.
4. 18th Street and Jupiter Road - Updated ramps, crosswalks, and signal poles.
5. Ventura Drive and Park Boulevard - Removing a portion of the median to extend the current left turn lane.

The lowest responsive and responsible bid was submitted by Jim Bowman Construction Company, L.P., in the amount of \$2,710,425. There were a total of 1608 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, traffic congestion and delays would continue to increase, vehicular and pedestrian safety would continue to be reduced, resulting in a reduction in the quality of life for citizens and motorists at these locations.

### FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is budgeted in the 2024-25 Street Improvements CIP and is planned for future years, as well. Construction services for the Intersection Improvements - Ohio Drive at Park Boulevard, Ventura Drive at Park Boulevard, Custer Road at USA Drive, Custer Road at Ridgeview Drive, 18<sup>th</sup> Street at

Jupiter Road project, in the total estimated amount of \$2,710,425 will leave a balance of \$2,953 for future expenditures.

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

**ATTACHMENTS:**

Description	Upload Date	Type
Bid Recap	10/10/2024	Bid Recap
Location Map	10/10/2024	Map

# CITY OF PLANO

## RFB CIP

**Bid No. 2024-0403-B**

**Intersection Improvements – Ohio Drive at Park Boulevard, Ventura Drive at Park Boulevard, Custer Road at USA Drive, Custer Road at Ridgeview Drive, 18th Street at Jupiter Road**  
**Project No. 7571**

### Bid Recap

**Bid Opening Date/Time:** Tuesday, September 17, 2024 2:00 PM

**Number of Vendors Notified:** 1608

**Vendors Submitting “No Bids”:** 5

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

**Number of Responsive Bids Submitted:** 3

<u>Vendor:</u>	<u>Base Bid</u>	<u>Option 1</u>	<u>Total Bid</u>
Jim Bowman Construction Company, L.P.	\$2,610,184.25	\$100,240.70	\$2,710,424.95
XIT Paving and Construction, Inc.	\$3,192,254.00	\$150,576.00	\$3,342,830.00
EARTC (EAR Telecommunications, LLC)	\$3,590,170.50	\$266,860.00	\$3,857,030.50

**Recommended Vendor:**

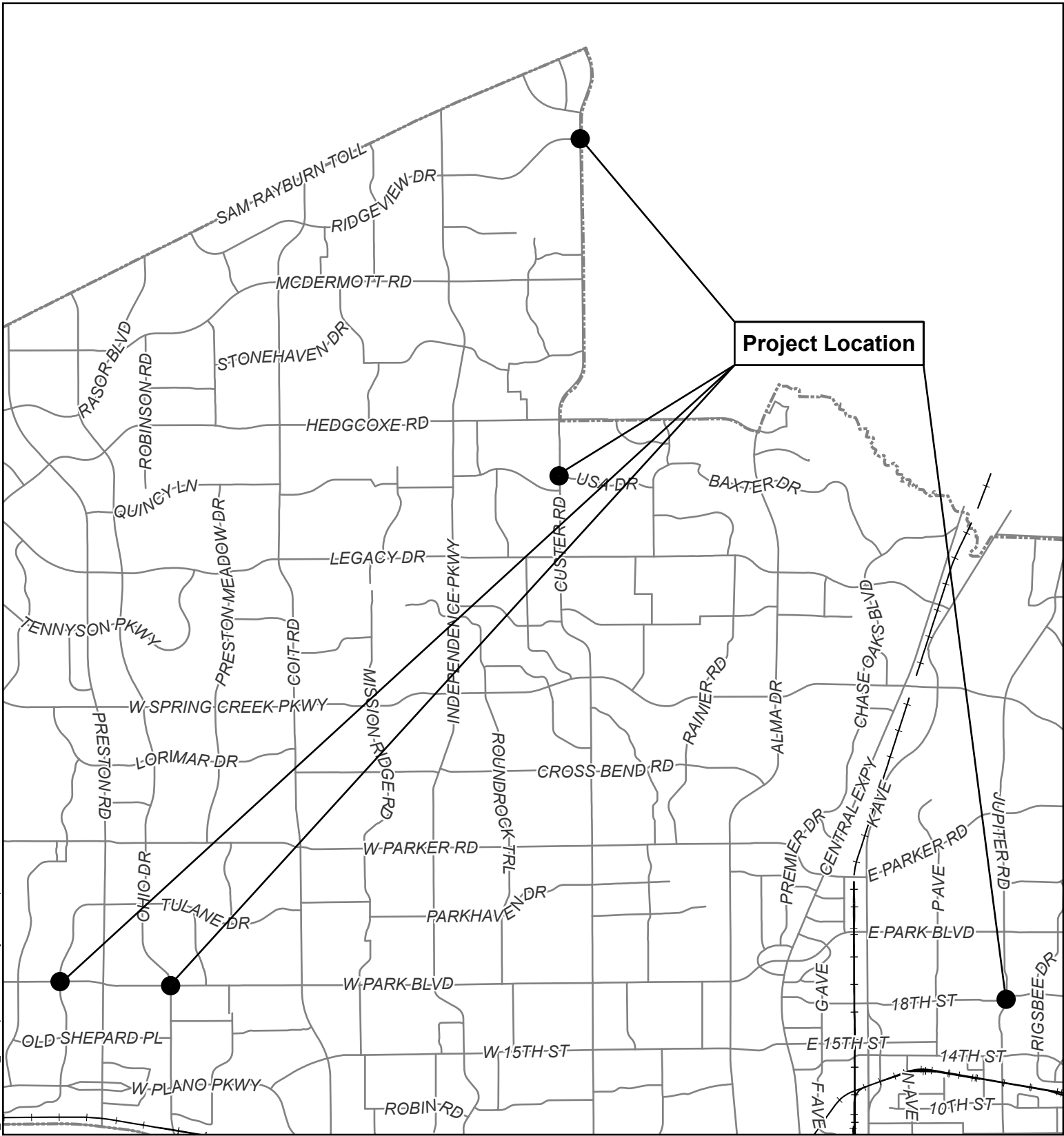
Jim Bowman Construction Company, L.P.	\$2,610,184.25	\$100,240.70	\$2,710,424.95
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*Dawn Smith*

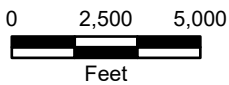
\_\_\_\_\_  
Dawn Smith , Contract Administrator

10/7/2024

\_\_\_\_\_  
Date

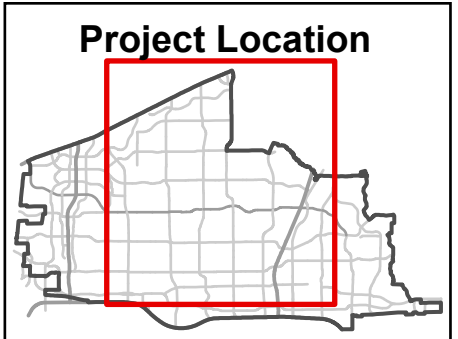


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### Project 7571

**Intersection Improvements - Ohio Drive  
at Park Boulevard, Ventura Drive at  
Park Boulevard, Custer Road at USA  
Drive, Custer Road at Ridgeview Drive,  
18th Street at Jupiter Road**







## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024  
**DEPARTMENT:** Gov Relations  
**DIRECTOR:** Andrew Fortune, Director of Policy & Government Relations  
**AGENDA ITEM:** To approve the first modification to Professional Services Agreement to manage the Plano Mayor's Summer Internship Program (PMSIP).  
**RECOMMENDED ACTION:** Approval of Contract Modification

### ITEM SUMMARY

To approve an increase to the current awarded contract amount of \$130,000 by \$7,500, for a total contract amount of \$137,500, the removal of the Worker's Compensation insurance requirement, and extending the term through October 31, 2025, with an optional one-year renewal term for professional services for the management of the Plano Mayor's Summer Internship Program (PMSIP) to Amber Zuckerman, a sole proprietor; and authorizing the City Manager to execute all necessary documents. (Modification No.

1) **Approved**

### PREVIOUS ACTION/PRESENTATION

On January 8, 2024, City Council approved the current expenditure for the management of the Plano Mayor's Summer Internship Program in the amount of \$130,000 to Amber Zuckerman.

### BACKGROUND

The Plano Mayor's Summer Internship Program (PMSIP) began in 2014. The City moved the program internally in 2016 through a Professional Services Agreement (PSA). A modification to the original contract was executed in 2018, and addressed compensation and extended the term of agreement. In 2024, a new PSA was executed by and between the City of Plano and Amber Zuckerman.

PMSIP has been a successful program with more than 980 Plano high school students receiving internships at small and large companies based in Plano. It provides life-changing, real work experiences, while successfully transitioning our students into college and future careers. For participating companies, PMSIP has proved to be a rewarding investment in the area's future workforce by showing interns that their hometown is more than a starting point, but a career destination. Participating partners include Capital One, The Boeing Company, NTT Data, Toyota North America, FedEx Office, Liberty Mutual, AT&T, Bank of America, Baylor Scott and White Medical Center Plano, JPMorgan Chase, Ericsson, PepsiCo, Plano Chamber of Commerce, Plano ISD and many more.

The goal from the beginning of PMSIP has been to grow and help more students find internships in Plano. When PMSIP started, the City provided support for staffing, media, marketing, etc. As the Program increased awareness in the community with students, their families and businesses, a goal has been for PMSIP to be self-sustaining, and the City to provide less resources. This is occurring in the current Plano Mayor's Summer Internship Program. In 2024, 65 students received internships, and more than 315 students applied and interviewed for positions. The program also provides additional interviewing skills and resume development in AVID classrooms before the Job Fair. As a result, the consultant is taking on duties with a large contingency of students, businesses, non-profit organizations, along with media, marketing and professional services.

The Department of Policy and Government Relations recommends that City Council approves this contract modification for the continuation of the Plano Mayor's Summer Internship Program.

**FINANCIAL SUMMARY/STRATEGIC GOALS**

This item has no direct financial impact to the City, as the compensation outlined in the Professional Services Agreement is contingent upon sufficient fundraising and sponsorship activities being completed and deposited into the Plano Improvement Corporation.

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



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024

**DEPARTMENT:** Engineering-CIP

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

**AGENDA ITEM:** Approve an expenditure in the amount of \$124,508 for engineering professional services for Paving Improvements - Los Rios Boulevard at Plano East Senior High School, Project No. ENG-S-00017.

**RECOMMENDED ACTION:** Approval of Expenditure

### ITEM SUMMARY

To approve an expenditure for engineering professional services for Paving Improvements - Los Rios Boulevard at Plano East Senior High School, Project No. ENG-S-00017, in the amount of \$124,508 from Schaumburg & Polk, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved**

### BACKGROUND

The Engineering Department recommends approval of an expenditure in the amount of \$124,508 for engineering professional services from Schaumburg & Polk, Inc. for the Paving Improvements - Los Rios Boulevard at Plano East Senior High School-Project No. ENG-S-00017. This project includes modification of existing median openings in the north and south bound lanes along Los Rios Blvd adjacent to Plano East Senior High School, and the addition of two new right turn lanes in the northbound direction entering Plano East Senior High School.

Schaumburg & Polk, Inc. was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2021-0377-X. They have previous experience on similar projects with the City of Plano Engineering Department including Pavement and Waterline Replacement for Japonica Lane, Jasmine Court, Puma Drive and R Avenue. Their team also has extensive experience on similar projects that involve pedestrian facilities, street improvements, and franchise utility coordination.

The benefit of this project includes modifications that will improve the efficiency of ingress and egress during peak school hours, and increase safety of traffic turning movements entering and exiting the adjacent school. The addition of two new right turn lanes into the Plano East Senior High School will increase traffic capacity, increase safety, and reduce delays, improving the quality of life for motorists and pedestrians attending the high school.

Not approving the expenditure would result in continued traffic flow efficiency and safety issues during peak hours, resulting in continued delays and an increase for potential vehicle accidents for vehicles entering and exiting the school, decreasing the quality of life for motorists and pedestrians attending the high school.

### FINANCIAL SUMMARY/STRATEGIC GOALS

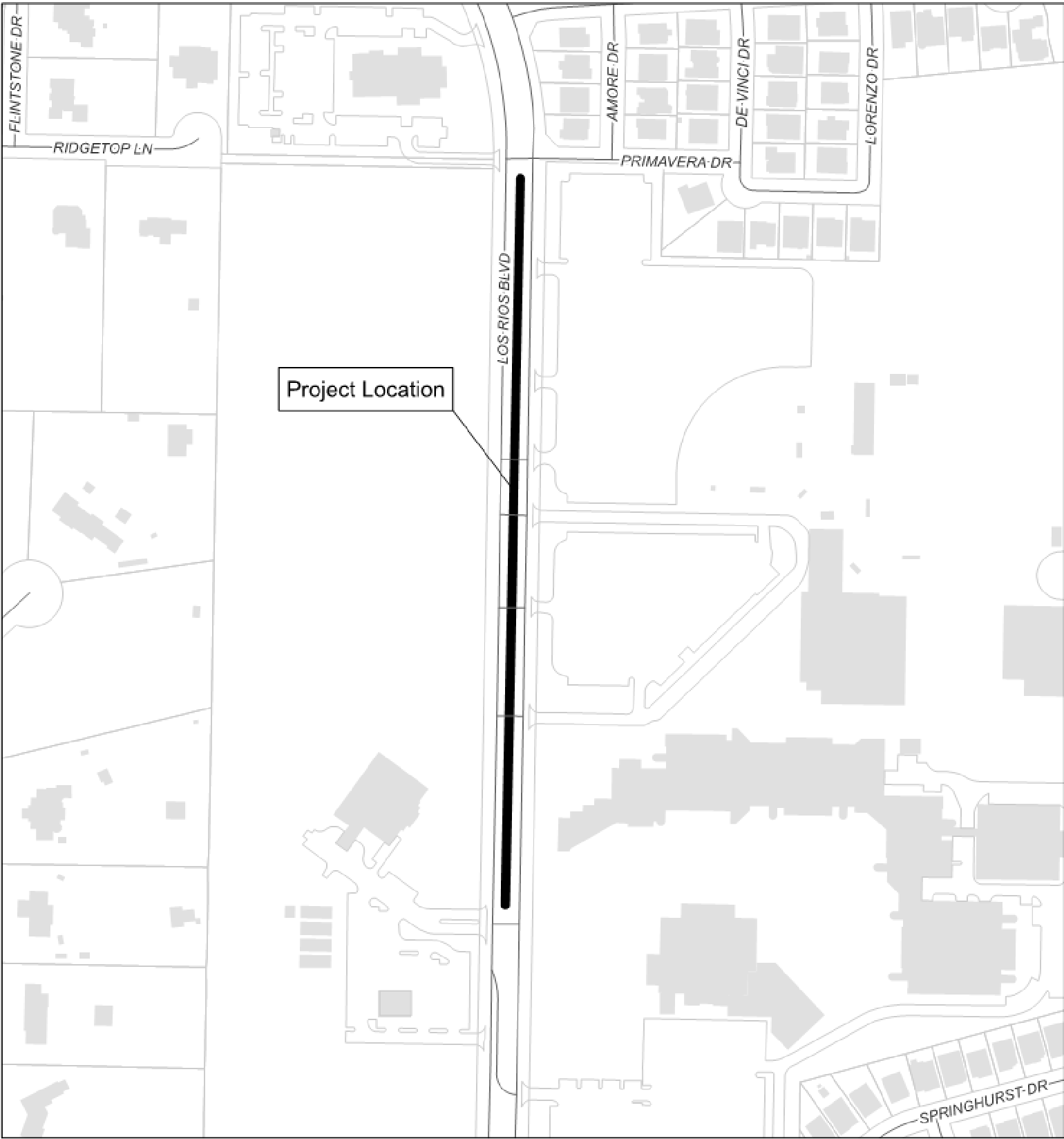
Funding for this item is budgeted in the FY 2024-25 Street Improvements CIP and is planned for future years, as well. Engineering professional design services for the Paving Improvements - Los Rios Boulevard at Plano East Senior High School project, in the total amount of \$124,508, will leave a balance

of \$20,492 for future expenditures.

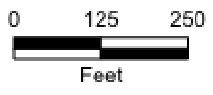
Approval of this item will support the City's Strategic Plan Critical Success Factors of being an Excellent, Innovative, and Accountable City Government.

**ATTACHMENTS:**

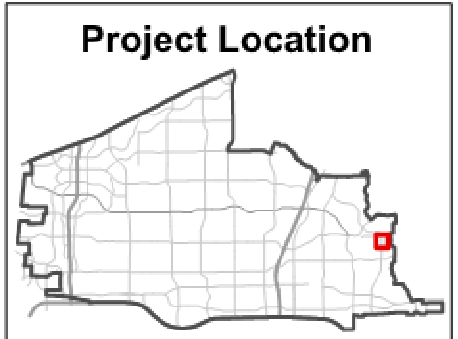
Description	Upload Date	Type
Location Map	10/16/2024	Map



Project Location



**Project ENG-S-00017**  
**Paving Improvements - Los Rios Boulevard at Plano East Senior High School**



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## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024  
**DEPARTMENT:** Special Projects  
**DIRECTOR:** Peter Braster, Director of Special Projects  
**AGENDA ITEM:** Interlocal Agreement with Plano ISD Regarding Surplus PISD Property  
**RECOMMENDED ACTION:** Approval of Contract / Agreement

---

### **ITEM SUMMARY**

To approve an Interlocal Agreement by and between the City of Plano, Texas and Plano Independent School District regarding the proposed sale of real property; and authorizing the City Manager to execute all necessary documents. **Approved**

### **BACKGROUND**

In September 2023, Plano Independent School District (Plano ISD) took action under their Board of Trustee approved Strategic Plan and formed a committee to study and make recommendations regarding the long-term use of district facilities. The year-long study identified four campuses for closure after the 2024-25 school year: Armstrong Middle School, Carpenter Middle School, Forman Elementary School and Davis Elementary School. In May 2024, the School Board approved a resolution outlining the process by which Plano ISD would address any real property which was declared surplus. At its September 17, 2024, work session, Plano ISD's Board of Trustees declared Armstrong Middle School, Davis Elementary School and Forman Elementary School to be surplus property, while electing to retain Carpenter Middle School for potential repurposing for other educational uses in the future. See attached map for location of the three surplus properties.

As part of its process for selling surplus real property, Plano ISD has chosen to first offer surplus property to the municipality in which it is located. Should the municipality decline the offer, surplus property would be placed on the open market to be sold. This interlocal agreement (attached) provides the framework for Plano ISD and the City of Plano to work cooperatively towards the transfer of the three surplus properties to the City. Under the proposed agreement the City will have the following obligations:

- Offer a purchase price for each of the three tracts based on their fair market value determined by a certified appraiser and negotiate in good faith with Plano ISD.
- Obtain Phase I and if necessary Phase II environmental site assessments for each of the three tracts.
- Cooperate with Plano ISD to determine future uses for each of the surplus properties which will benefit the community consistent with properties current setting which will maintain the integrity of each properties surrounding neighborhood.
- Assume responsibility for any future development costs for repurposing the surplus properties.
- Consider honoring the namesake of the schools as part of the future name of property/facilities that may be developed.

Plano ISD will have the following responsibilities under the agreement:

- Negotiate in good faith with the City
- Cooperate with the City to determine future uses for each of the surplus properties
- Undertake the demolition of school buildings on other structures on each of the properties if the demolition would be consistent with identified future uses of the surplus properties and approved by the Plano ISD Board of Trustees.

The term of the interlocal agreement is one year and specifies August 31, 2025 as the intended closing date for the sale of surplus properties by Plano ISD to the City. It does not require Plano ISD to accept an offer from the City, nor does it prevent the City from withdrawing the offer(s). At present, both Plano ISD and City staff believe the fair market value of the three surplus properties to total approximately \$13 million based on 2024 Collin Central Appraisal District land valuations.

Plano ISD's Board of Trustees approved the interlocal agreement at its October 22nd meeting. Staff recommends approval of this interlocal agreement as submitted.

**FINANCIAL SUMMARY/STRATEGIC GOALS**

This item has no financial impact.

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

**ATTACHMENTS:**

Description	Upload Date	Type
Interlocal Agreement w/ Plano ISD	10/10/2024	Agreement
Map of Plano ISD Surplus Properties	10/10/2024	Map

**INTERLOCAL AGREEMENT REGARDING SALE OF REAL PROPERTY  
BETWEEN THE CITY OF PLANO  
AND THE PLANO INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement Regarding Sale of Real Property (the "Agreement") is made and entered into by and between the City of Plano, a Texas municipal corporation and political subdivision located in Collin County, Texas (the "City"), and the Plano Independent School District, a Texas public school district and political subdivision located in Collin County, Texas (the "School District"). The City and the School District are collectively referred to herein as "the Parties" and separately as "Party."

**RECITALS**

**WHEREAS**, the School District is the owner of three tracts of real property which are generally described in Exhibit "A" attached hereto and incorporated herein (the "Properties"); and

**WHEREAS**, the School District's Board of Trustees has determined that after the end of the 2024-25 school year, the Properties will be surplus and not necessary to meet the then current and foreseeable needs of the School District for educational purposes; and

**WHEREAS**, the City desires to purchase and use the Properties for a purpose that is consistent with the surrounding property, benefits the community, and maintains the integrity and security of the neighborhood; and

**WHEREAS**, Texas Government Code Chapter 791 (the "Act") authorizes municipalities and school districts to contract with one another for the performance of governmental functions and services under the terms of the Act; and

**WHEREAS**, the Parties agree that the City's purchase and use of the Properties is in the best interests of both City and the School District; and

**WHEREAS**, City and the School District desire to enter into this Interlocal Agreement pursuant to the Act setting forth the terms and conditions detailing the potential sale of the Properties by the School District to the City.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, terms and conditions set forth herein, and the mutual benefits to each Party, the receipt and sufficiency of which are hereby acknowledged, City and the School District hereby agree as follows:

**I. ADOPTION OF PREMISES**

All of the matters stated in the above Recitals are true and correct and are hereby incorporated into the body of this Agreement.



## **II. POTENTIAL SALE OF THE PROPERTIES**

- A. The sale of the Properties will be a sale of the surface only, and the School District will reserve any mineral rights. The Parties intend to close on the sale of the Properties by August 31, 2025. Any sale of the Properties is contingent upon the Parties executing a mutually approved Real Estate Sales Contract. The School District and the City shall negotiate the terms of a Real Estate Sales Contract to be considered by the governing body of each Party. In the event the Parties cannot reach an agreement on the terms of such Real Estate Sales Contract, either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party. The Parties acknowledge and agree that this Agreement conveys no title or property interest in the Properties to the City.
- B. The Parties agree that the sale of the Properties to the City is contingent on the City using the Properties in a manner consistent with a resolution adopted by the School District's Board of Trustees on May 7, 2024, specifically that the Properties will be used for a purpose that: (i) is consistent with the surrounding property; (ii) benefits the community; and (iii) maintains the integrity and security of the neighborhood. Said uses will be detailed in the Real Estate Sales Contract as well as the deeds to the Properties.
- C. The School District is currently intending to demolish the school buildings located on the Properties after the end of the 2024-2025 school year, contingent on approval of such demolition by the School District's Board of Trustees.
- D. The purchase price for the Properties shall be equal to the fair market value reflecting the value of the Properties.
- E. One of the Properties (Armstrong Middle School) includes a deed restriction on approximately 2.657 acres that the property, nor any part thereof, shall ever be used for any purpose other than as a site for a public school without the prior written approval of the then owner or owners of more than three-fourths of the acres contained in the 90.338-acre tract of land that was then owned by the seller and specifically described in the deed (the "Deed Restriction"). The Parties will cooperate to determine the parameters and possible resolution of the Deed Restriction.

## **III. CITY RESPONSIBILITIES**

- A. The City shall offer a purchase price for each of the three tracts based on the fair market value determined by a certified appraiser licensed to practice in Texas consistent with the condition of the tract at closing. The City shall negotiate in good faith with the School District and share any appraisals it obtains regarding the fair market value of any of the Properties.

- B. The City, at its expense, will obtain a Phase I environmental site assessment on each of the Properties no later than December 31, 2024, and, if necessary, a Phase II environmental site assessment no later than January 31, 2025. The City may enter the Properties to perform such studies, subject to the following: (i) the City will deliver evidence to School District that the City has insurance for its proposed inspection activities, in amounts and with coverages that are substantially the same as those maintained by School District or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to School District; (ii) City must notify School District in advance of City's plans to inspect the Properties so that School District may be present during the inspections; (iii) City must deliver to School District copies of all reports that City prepares or receives from third-party consultants or contractors within ten (10) days after their preparation or receipt; and (iv) City must abide by any other reasonable entry rules imposed by School District.
- C. The City will cooperate with the School District to determine future uses of each of the Properties, if sold to the City, during Winter 2024/25 and Spring 2025, which may include a community process to receive input from the surrounding neighborhood.
- D. The City will be responsible for any re-platting and/or rezoning of the Properties as necessary after closing.
- E. If any of the Properties is sold to the City, the City will consider honoring the school's namesake (Olney Davis, Forman, or Armstrong) as part of the future name of the property and/or its facilities, subject to compliance with City naming policies and regulations. By way of example, if the Armstrong Middle School property is converted into athletic fields the City would consider naming the facilities, "Armstrong Fields" or "Armstrong Park".

#### **IV. SCHOOL DISTRICT RESPONSIBILITIES**

- A. The School District shall negotiate in good faith with the City and share any appraisals it obtains regarding the fair market value of any of the Properties.
- B. The School District will cooperate with the City to determine future uses of each of the Properties, if sold to the City, during Winter 2024/25 and Spring 2025, which may include a community process to receive input from the surrounding neighborhood.
- C. Contingent on approval by the School District's Board of Trustees, the School District will undertake the demolition of the school buildings and other structures on each of the Properties, consistent with identified future uses of the Properties.

**V. TERM OF AGREEMENT**

This Agreement shall be effective when it has been signed by both Parties, after approval from its governing body, and shall expire on the earlier of: (a) the date that is twelve (12) months after the effective date; or (b) the date the Parties have entered into a Real Estate Sales Contract for the sale of the Properties, unless the Agreement is earlier terminated as provided for herein.

**VI. LIABILITY**

Each Party shall be responsible for its own actions and the actions of its own officers, agents, employees, and contractors to the extent authorized by law. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or the School District nor to create any legal rights or claim on behalf of any third party. Neither the School District nor the City waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

**VII. NOTICES**

Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. The address for notice for each party is set forth below. Any address for notice may be changed by written notice delivered as provided herein.

TO CITY:

City of Plano  
Attn: Special Projects – Real Estate  
1520 K Avenue, Suite 365  
Plano, TX 75074

TO PLANO INDEPENDENT SCHOOL DISTRICT:

Plano Independent School District  
Attn: Superintendent of Schools  
2700 W. 15th Street  
Plano, TX 75075

## VIII. MISCELLANEOUS

- A. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement shall not be assigned by either Party.
- B. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter hereof.
- C. No amendment, modification or alteration of the provisions of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties.
- D. This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- F. This Agreement has been approved by the governing bodies of the City and the School District. Any funds to be paid under this Agreement shall be paid from current revenues only.
- G. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed among the Parties that each Party, in satisfying the conditions of this Agreement, has acted independently, and each Party assumes no responsibilities or liabilities to third parties in connection with these actions.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives as of the dates listed below.

**PLANO INDEPENDENT SCHOOL DISTRICT**

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

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

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

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

**CITY OF PLANO, TEXAS**

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

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

Mark D. Israelson  
CITY MANAGER

APPROVED AS TO FORM:

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

## EXHIBIT "A"

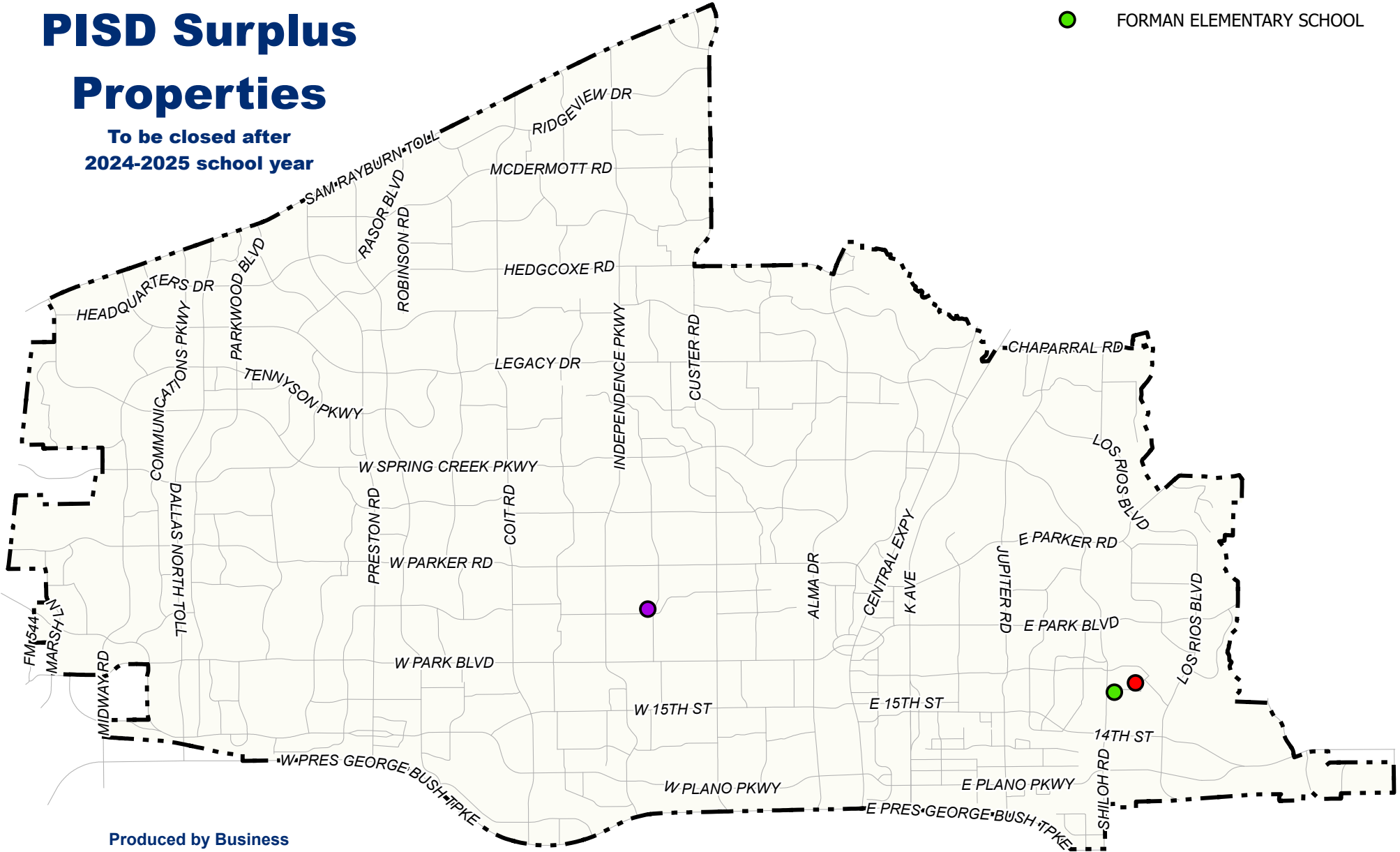
### Description of Properties

1. **Armstrong Middle School**, 3805 Timberline Drive, Plano, Texas 75074. Described as Lot 1R, Block 1, F. M. Armstrong Middle School Addition, according to the plat filed for record as Document Number 2002-0129497, Collin County, Texas.
2. **Davis Elementary School**, 2701 Parkhaven Drive, Plano, Texas 75075. Described as Lot 1R, Block A, Davis Elementary School Addition, according to the plat filed for record as Document Number 20070706010002250, Collin County, Texas.
3. **Forman Elementary School**, 3600 Timberline Drive, Plano, Texas 75074. Described as Lot 1R, Block A, Forman School Addition, according to the plat filed for record as Document Number 20100806010001490, Collin County, Texas.

# PISD Surplus Properties

To be closed after  
2024-2025 school year

- ARMSTRONG MIDDLE SCHOOL
- DAVIS ELEMENTARY SCHOOL
- FORMAN ELEMENTARY SCHOOL



Produced by Business Intelligence/GIS, City of Plano  
10/10/2024

This map and information in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at the party's own risk and without liability to the City of Plano, its officials or employees for any discrepancies, errors, or variances which may exist.



NOT TO SCALE

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## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024  
**DEPARTMENT:** Zoning - Text  
**DIRECTOR:** Christina Day, Director of Planning  
**AGENDA ITEM:** Amend Resolution No. 2001-9-30(R) for renaming City streets to provide certain enumerated exceptions.  
**RECOMMENDED ACTION:** Adoption of Resolutions

### ITEM SUMMARY

To amend Resolution No. 2001-9-30(R) for renaming City streets to provide certain enumerated exceptions; and providing an effective date. **Adopted Resolution No. 2024-10-6(R)**

### BACKGROUND

Changing City street names has a number of impacts, including financial costs to change street signs, staff time to process the change and notify affected residents, and potential confusion for residents when the name changes. There can be costs to residents or businesses if the address for their property changes.

For these reasons, City Council adopted Resolution 2001-9-30(R) on September 24, 2001, setting a policy that restricts the renaming of existing City streets to those necessary for public safety or as allowed by the City's Subdivision Ordinance. This policy helps to save City funds by limiting expending resources for requests for City street name changes to only those that are strictly necessary. There may be a few additional occasions when the City Council is willing to consider the renaming of a City street, including:

1. when the City itself acquires property adjacent to the street proposed to be renamed;
2. upon written request of the federal, state, or county government or a school district, but each government entity may only make such a request no more than once every five years; or
3. upon the City Council's own motion, but no more than once every five years.

### FINANCIAL SUMMARY/STRATEGIC GOALS

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
Resolution	10/16/2024	Resolution
Supporting Document - Resolution No. 2001-9-30(R)	10/16/2024	Informational



**A Resolution of the City of Plano, Texas, amending Resolution No. 2001-9-30(R) for renaming City streets to provide certain enumerated exceptions; and providing an effective date.**

**WHEREAS**, the City Council adopted Resolution No. 2001-9-30(R) on September 24, 2001, setting a policy that restricts the renaming of existing City streets to those necessary for public safety; and

**WHEREAS**, the City Council would like to enumerate a few additional occasions when the City Council is willing to consider the renaming of a City street, those occasions being: a) when the City itself acquires property adjacent to the street proposed to be renamed; b) upon written request of the federal, state, or county government or a school district, but each government entity may only make such a request no more than once every five years; or c) upon the City Council's own motion, but no more than once every five years.

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

**Section I.** It is the policy of the City Council to not accept requests for renaming or dual naming of existing City streets except in the following instances: a) a request by City public safety personnel that a renaming or dual naming is necessary to preserve the public safety; b) as allowed by the City's Subdivision Ordinance or other applicable policy; c) when the City acquires property adjacent to the street proposed to be renamed; d) upon written request of the federal, state, or county government or a school district, but each government entity may only make such a request no more than once every five years; or e) upon the City Council's own motion, but no more than once every five years.

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

**PASSED AND APPROVED** on the 28th day of October, 2024.

\_\_\_\_\_  
John B. Muns, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION NO. 2001-9-30(R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, CREATING A POLICY FOR RENAMING CITY STREETS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented requests for renaming existing City streets, whether as a new name or as dual names; and

**WHEREAS**, renaming a City street or providing dual naming can result in confusion, creates additional expense, and may not be acceptable to persons impacted by the changing of a street name or by adding a duplicate name.

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

**Section I.** It is the policy of the City Council to not accept requests for renaming or dual naming of existing City streets except for a request by City public safety personnel that a renaming or dual naming is necessary to preserve the public safety, or as allowed by the City's Subdivision Ordinance or other applicable policy.

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

**DULY PASSED AND APPROVED** this the 24<sup>th</sup> day of September, 2001.

  
\_\_\_\_\_  
Jeran Akers, MAYOR

ATTEST:

  
\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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

RES-STREET NAMING



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024  
**DEPARTMENT:** Emergency Management.  
**DIRECTOR:** Carrie Little, Director of Emergency Management  
**AGENDA ITEM:** A Resolution of the City of Plano, Texas, authorizing the filing of application for federal funds.  
**RECOMMENDED ACTION:** Adoption of Resolutions

### ITEM SUMMARY

To authorize the filing of application for federal funds in an amount not to exceed \$202,500.00 under the Fiscal Year 2024 Homeland Security Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date. **Adopted Resolution No. 2024-10-7(R)**

### BACKGROUND

Adoption of a council resolution authoring the filing of application for federal funds not to exceed \$202,500.00 under the Fiscal Year 2024 Homeland Security Grant Program and assignment of the Director of Emergency Management (Emergency Management Coordinator) as the Authorized Official for the Fiscal Year 2024 Homeland Security Grant Program.

Since 2005, the Plano Department of Emergency Management has applied for, received, administered, and managed grant programs issued by the Department of Homeland Security under two separate grant funded programs, the State Homeland Security Grant Program and the Urban Area Security Initiative. Funds received have supported projects for police, fire, emergency management, and public safety communications preparedness and response efforts.

Each fiscal grant year, a formal council resolution is required as part of the grant acceptance process. The adoption of a formal resolution allows for the state administrative agency to award the grant to the city as a sub-recipient and authorizes the city to expend grant funding. The city has been awarded funding in the Fiscal Year 2024 to support equipment projects for: SWAT Binocular Night Visions, Fire Department Hazardous Material Suits, and a Fire Department Special Operations Utility Task Vehicle.

Included within the resolution is the naming of an authorized official to relieve the Mayor of the day to day grant administration and management requirements. It has been previous practice to name the Director of Emergency Management to this position. In this role, the Director of Emergency Management is given permission with the state administrative agency grant web-portal system to accept, reject, alter, or terminate all or portions of the grant on behalf of the city. This practice allows the Department of Emergency Management the flexibility to meet extremely short deadlines for grant modifications, such as small adjustments of grant information, explanations, or provision of budgetary back up documents, often required with a less than 24-hour upload and approval period.

### FINANCIAL SUMMARY/STRATEGIC GOALS

This item authorizes the City of Plano to file an application for Federal funds. If approved, the City of Plano may be awarded an amount not to exceed \$202,500.

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
HGSP State Resolution 2024	10/10/2024	Agreement

**A Resolution of the City of Plano, Texas, authorizing the filing of application for federal funds in an amount not to exceed \$202,500.00 under the Fiscal Year 2024 Homeland Security Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.**

**WHEREAS**, the City Council finds it is in the best interest of the citizens of the City of Plano, Texas to apply for federal funds for Fiscal Year 2024 Homeland Security Grant Program through the Office of the Governor of Texas to be used to carry out homeland security projects; and

**WHEREAS**, the City desires to apply for grants identified with the following grant numbers: 5245601 (ST/CP- 2024 UASI FD Special Operations UTV), 5245701 (2024 UASI- PD SWAT Binocular Night Vision), 5245801 (2024 UASI- FD Hazmat Suits); and

**WHEREAS**, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS**, the City Council designates the Director of Emergency Management as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grants on behalf of the application agency.

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

**Section I.** The submission of the grant application for the above-referenced grant numbers for the Fiscal Year 2024 Homeland Security Grant Program to the Office of the Governor is hereby approved and the Director of Emergency Management is designated as the authorized official to act on behalf of the City of Plano with regard to these grants.

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

**PASSED AND APPROVED** on the 28<sup>th</sup> day of October, 2024.

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John B. Muns, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024  
**DEPARTMENT:** Finance  
**DIRECTOR:** Denise Tacke, Director of Finance  
**AGENDA ITEM:** To approve Paying Agent/Registrar Agreement  
**RECOMMENDED ACTION:** Adoption of Resolutions

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### ITEM SUMMARY

To terminate The Bank of New York Mellon Trust Company, N.A. as current paying agent/registrar for certain outstanding debt obligations of the City and appointing UMB Bank, N.A. as a successor paying agent/registrar for certain outstanding debt obligations of the City; approving and authorizing the execution of the Paying Agent/Registrar Agreement with UMB Bank, N.A.; resolving other matters incident and related thereto; and providing a severability clause and an effective date. **Adopted Resolution No. 2024-10-8(R)**

### FINANCIAL SUMMARY/STRATEGIC GOALS

Approval of this item will terminate BNY Mellon as the current paying agent/registrar and appoint UMB Bank, N.A. as the new paying agent/registrar. There will be a cancellation penalty with BNY Mellon in the amount of \$4,500, but this will be offset by an estimated savings of approximately \$9,450 per year for the first five (5) years.

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

### **ATTACHMENTS:**

Description	Upload Date	Type
Resolution	10/22/2024	Resolution

**A Resolution of the City of Plano, Texas, terminating The Bank of New York Mellon Trust Company, N.A. as current paying agent/registrar for certain outstanding debt obligations of the City and appointing UMB Bank, N.A. as a successor paying agent/registrar for certain outstanding debt obligations of the City; approving and authorizing the execution of the Paying Agent/Registrar Agreement with UMB Bank, N.A.; resolving other matters incident and related thereto; and providing a severability clause and an effective date.**

**WHEREAS**, the City Council (the "City Council") of the City of Plano, Texas (the "City") has previously issued bonds and other debt obligations identified on Schedule I hereto (the "Obligations"); and

**WHEREAS**, The Bank of New York Mellon Trust Company, N.A. ("BNY") currently serves as Paying Agent/Registrar for the Obligations pursuant to certain Paying Agent/Registrar Agreements (the "Existing Agreements"), and the City desires to terminate the Existing Agreements and appoint UMB Bank, N.A. ("UMB") as a successor Paying Agent/Registrar for the Obligations pursuant to the ordinances authorizing the issuance of the Obligations (the "Prior Ordinances") and the Existing Agreements; and

**WHEREAS**, the City hereby finds and determines that the termination of the Existing Agreements with BNY and the appointment of UMB as Paying Agent/Registrar for the Obligations will not disrupt, delay or otherwise adversely affect the payment of the Obligations; and

**WHEREAS**, the City Manager, Director of Finance and Treasurer are each hereby authorized to provide the requisite notice to the appropriate persons at BNY to effectuate the transfer of Paying Agent/Registrar functions for the Obligations to UMB; and

**WHEREAS**, a form of the written agreement with UMB setting forth the duties and responsibilities of the Paying Agent/Registrar for such Obligations has been prepared and submitted to the City Council for approval and authorization to execute.

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

**SECTION I.** UMB Bank, N.A. is hereby appointed as the successor Paying Agent/Registrar for the Obligations in accordance with the terms and provisions of the Prior Ordinances and the Existing Agreements. The City Council hereby approves the form of "Paying Agent/Registrar Agreement" to be entered into with UMB, attached hereto as Exhibit A, with such changes thereto as approved by the City Manager, Director of Finance or Treasurer (each an "Authorized City Official"), such approval to be evidenced by execution of the "Paying Agent/Registrar Agreement" with UMB by the Mayor or Mayor Pro Tem. Each of the Mayor or Mayor Pro Tem is hereby authorized to enter into one or more "Paying Agent/Registrar Agreement(s)" with UMB for the Obligations and is directed to execute such agreement(s) for and on behalf of the City.

**SECTION II.** The City shall cause to be sent to each registered owner of the Obligations (each, a "Holder") by United States mail, first class postage prepaid, the requisite written notice that UMB Bank, N.A. has been appointed as the successor Paying Agent/Registrar for the Obligations; such notice to read substantially in the form and content of Exhibit B attached hereto (the "Notice to Holders of Change in Paying Agent/Registrar"), which notice shall also give the address of UMB as the new Paying Agent/Registrar. The effective date of the transfer of Paying Agent/Registrar services for the Obligations to UMB will be at least 60 days from the date hereof as determined by an Authorized City Official.



**SECTION III.** The City Manager, the Director of Finance or the Treasurer is hereby directed to provide a copy of this Resolution to BNY as notice that it has been replaced as the Paying Agent/Registrar for the Obligations. Such notice shall also inform BNY of the effective date of the transfer of the Paying Agent/Registrar services to UMB.

**SECTION IV.** Each Authorized City Official is directed to coordinate with BNY and UMB to ensure each Security Register, as defined in the Existing Agreements, applicable to the Obligations, together with other pertinent books and records pertaining to the Obligations, currently maintained at BNY are transferred in a timely manner to UMB in order to allow UMB to assume the functions as successor Paying Agent/Registrar for the Obligations.

**SECTION V.** The City Council hereby authorizes each Authorized City Official to pay BNY any outstanding fees and expenses owed by the City with respect to the Obligations and to coordinate the delivery of all funds held by BNY to UMB to effectuate the transfer of Paying Agent/Registrar services.

**SECTION VI.** The City Council hereby authorizes the City Manager, Director of Finance or Treasurer to cause an appropriate notice to be filed with the Municipal Securities Rulemaking Board regarding the change to the Paying Agent/Registrar for the Obligations pursuant to this Resolution.

**SECTION VII.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**SECTION VIII.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals and other statements therein are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

**SECTION IX.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

**SECTION X.** This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED** on the 28<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
John B. Muns, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

SCHEDULE I

Title	Original Par Amount (\$)	Dated Date
City of Plano, Texas General Obligation Refunding and Improvement Bonds, Series 2015	75,685,000	May 1, 2015
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2016	67,195,000	April 15, 2016
City of Plano, Texas, General Obligation Bonds, Series 2017	41,290,000	February 1, 2017
City of Plano, Texas, General Obligation Refunding Bonds, Series 2017A	27,805,000	August 1, 2017
City of Plano, Texas, General Obligation Bonds, Series 2018	77,915,000	April 15, 2018
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2019	63,420,000	April 1, 2019
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2020	74,635,000	April 1, 2020
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2021	74,085,000	May 1, 2021
City of Plano, Texas, General Obligation Bonds, Series 2022	76,450,000	May 1, 2022
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2023	97,490,000	April 15, 2023
City of Plano, Texas, Tax Notes, Series 2023	8,405,000	April 15, 2023
City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2016	24,775,000	April 15, 2016
City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2018	11,350,000	April 15, 2018
City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2021	10,605,000	May 1, 2021
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2015	7,105,000	May 1, 2015
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2017	8,035,000	February 1, 2017
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2019	6,925,000	April 1, 2019
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2021	40,590,000	May 1, 2021

## EXHIBIT A

### **PAYING AGENT/REGISTRAR AGREEMENT**

THIS AGREEMENT is entered into as of January 8, 2025 (this “Agreement”), by and between UMB Bank, N.A., a national association duly organized and existing under the laws of the United States of America, or its successors (the “Bank”) and the City of Plano, Texas (the “Issuer”).

#### **RECITALS**

WHEREAS, the Issuer has previously issued the securities identified on **Exhibit A-1** hereto (the “Securities”); and

WHEREAS, the Issuer has terminated the services of the prior paying agent/registrar for the Securities and has selected the Bank to serve as successor Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

#### **ARTICLE ONE**

##### **APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

**Section 1.01 Appointment.** The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the “Authorizing Document” (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in each applicable Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

**Section 1.02 Compensation.** As compensation for the Bank’s services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank, with respect to each series of the Securities identified on Exhibit A-1 hereto, the fees and amounts set forth in **Exhibit A-2** attached hereto; provided however, notwithstanding anything herein or in Exhibit A-2 to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## **ARTICLE TWO DEFINITIONS**

**Section 2.01 Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which each of the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and each applicable Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of each applicable Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in each applicable Authorizing Document the principal of a Security is scheduled to be due and payable.

**Section 2.02 Other Definitions.** The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

### **ARTICLE THREE PAYING AGENT**

**Section 3.01 Duties of Paying Agent.** As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

UMB Bank, N.A.  
928 Grand Blvd., 4<sup>th</sup> Floor  
Kansas City, MO 64106  
Attention: Corporate Trust Operations

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in each applicable Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

**Section 3.02 Payment Dates.** The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in each applicable Authorizing Document.

### **ARTICLE FOUR REGISTRAR**

**Section 4.01 Security Register - Transfers and Exchanges.** The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

**Section 4.02 Securities.** The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

**Section 4.03 Form of Security Register.** The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 4.04 List of Security Holders.** The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

**Section 4.05 Return of Cancelled Securities.** The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

**Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities.** The Issuer hereby instructs the Bank, subject to the provisions of each applicable Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

**Section 4.07 Transaction Information to Issuer.** The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

## **ARTICLE FIVE THE BANK**

**Section 5.01 Duties of Bank.** The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

**Section 5.02 Reliance on Documents, Etc.**

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

**Section 5.03 Recitals of Issuer.** The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

**Section 5.04 May Hold Securities.** The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

**Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization.** A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

**Section 5.06 Indemnification.** To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

**Section 5.07 Interpleader.** The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

**Section 5.08 DTC Services.** It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

## **ARTICLE SIX MISCELLANEOUS PROVISIONS**

**Section 6.01 Amendment.** This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.



**Section 6.02 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other.

**Section 6.03 Notices.** Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

**Section 6.04 Effect of Headings.** The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

**Section 6.05 Successors and Assigns.** All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

**Section 6.06 Severability.** In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 6.07 Merger, Conversion, Consolidation, or Succession.** Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

**Section 6.08 Benefits of Agreement.** Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

**Section 6.09 Entire Agreement.** This Agreement and each applicable Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the applicable Authorizing Document, the Authorizing Document shall govern.

**Section 6.10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**Section 6.11 Termination.** This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 hereof and of Article Five hereof shall survive and remain in full force and effect following the termination of this Agreement.

Notwithstanding anything contained herein, the representations and covenants contained in Section 6.12 hereof shall survive the termination of this Agreement until the statute of limitations has run.

**Section 6.12 Iran, Sudan or Foreign Terrorist Organizations.** The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

**Section 6.13 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UMB BANK, N.A.

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

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

Address: 5910 North Central Expressway, Suite 1900  
Dallas, Texas 75206

CITY OF PLANO, TEXAS

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

Address: 1520 K. Avenue  
Plano, Texas 75074

**EXHIBIT A-1****SECURITIES**

<b>Title</b>	<b>Original Par Amount (\$)</b>	<b>Dated Date</b>
City of Plano, Texas General Obligation Refunding and Improvement Bonds, Series 2015	75,685,000	May 1, 2015
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2016	67,195,000	April 15, 2016
City of Plano, Texas, General Obligation Bonds, Series 2017	41,290,000	February 1, 2017
City of Plano, Texas, General Obligation Refunding Bonds, Series 2017A	27,805,000	August 1, 2017
City of Plano, Texas, General Obligation Bonds, Series 2018	77,915,000	April 15, 2018
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2019	63,420,000	April 1, 2019
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2020	74,635,000	April 1, 2020
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2021	74,085,000	May 1, 2021
City of Plano, Texas, General Obligation Bonds, Series 2022	76,450,000	May 1, 2022
City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2023	97,490,000	April 15, 2023
City of Plano, Texas, Tax Notes, Series 2023	8,405,000	April 15, 2023
City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2016	24,775,000	April 15, 2016
City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2018	11,350,000	April 15, 2018
City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2021	10,605,000	May 1, 2021
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2015	7,105,000	May 1, 2015
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2017	8,035,000	February 1, 2017
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2019	6,925,000	April 1, 2019
City of Plano, Texas, Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2021	40,590,000	May 1, 2021

**EXHIBIT A-2**  
**FEE SCHEDULE(S)**

October 10, 2024



**FEES AND EXPENSES**  
**FOR:**

**City of Plano, Texas (Multiple Series)**

**Fees for services are as follows:**

<b>Acceptance Fee:</b>	<b>WAIVED</b>
------------------------	---------------

A one-time fee payable at closing to cover the review of governing documents, communication with financing team, set-up of account records and customary duties and responsibilities relating to the closing.

<b>Annual Paying Agent Fee:</b>	<b>\$300.00 PER SERIES</b>
---------------------------------	----------------------------

Annual fee to cover the duties and responsibilities of the Paying Agent /Registrar related to the administration of the transaction including the maintenance of account records on various systems, the monitoring of required compliance items, payment of debt services and all routine duties as contemplated by the governing documents.

<b>Extraordinary Services/ Miscellaneous Fees:</b>
--

The fees, charges and expenses specified herein are for the typical and customary services as Bond Registrar, Paying Agent and Refunding Escrow Agent. UMB may also charge for typical out-of-pocket expenses and other expenses connected with paying agent and registrar services for bond issues of similar size and type are for: postage, supplies, bond redemptions, courier, wire transfer and long distance telephone. Fees for additional or extraordinary services not now part of the customary services provided, such as special services during defaults, additional government reporting requirements, or document amendments will be charged at the then current rates for such services. Extraordinary expenses, such as legal fees and travel expenses, shall be invoiced to the client based upon the actual out of pocket cost to the Agent/Trustee. UMB reserves the right to renegotiate its current fee schedule to correspond with changing economic conditions, inflation, and changing requirements relating to the day to day service delivery. Final acceptance of the appointment is subject to approval of authorized officers of UMB, N.A. and full review and execution of all documentation related hereto. Fees paid in advance are not subject to proration. Execution of the governing documents constitutes agreement to the fee schedule noted above.

**A \$300 fee will be billed for Optional Redemptions at the time of service.**

**CUSTOMER INFORMATION REQUIRED BY THE USA PATRIOT ACT:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statement, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT B

NOTICE TO HOLDERS  
OF CHANGE IN PAYING AGENT/REGISTRAR

UMB Bank, N.A. has been appointed successor Paying Agent/Registrar for the obligations set forth in Schedule I attached hereto, effective [\_\_\_\_\_]. The address for such Paying Agent/Registrar is as follows:

UMB Bank, N.A.  
5910 North Central Expressway, Suite 1900  
Dallas, Texas 75206

Dated this \_\_\_\_\_, 2024.

Denise Tacke  
Director of Finance  
City of Plano, Texas  
1520 K Avenue  
Plano, Texas 75074



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024  
**DEPARTMENT:** Special Projects  
**DIRECTOR:** Peter Braster, Director of Special Projects  
**AGENDA ITEM:** Removal of the Right-of-Way dedication at McCall Plaza  
**RECOMMENDED ACTION:** Adoption of Ordinances

### ITEM SUMMARY

To vacate the right-of-way designation on a tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas, and being 0.159 acres of J Avenue; and providing an effective date. **Adopted Ordinance No. 2024-10-9**

### BACKGROUND

The City of Plano renovated McCall Plaza at the southeast corner of 15th Street and J Avenue in the mid 2010s, and followed that effort by dedicating the plaza and parking lot to the south as J Avenue right-of-way through a plat recorded in January 2019. That right-of-way dedication was done in order to bring parcels fronting the parking lot into compliance with the City of Plano's Subdivision Ordinance.

In early 2024, City of Plano staff discovered that the right-of-way dedication hampers the management of McCall Plaza since public right-of-way does not allow for operating hours to be imposed or trespassing provisions to be enforced. In the interest of providing an excellent public space in Downtown Plano, staff has subsequently sought to have the McCall Plaza area platted as its own individual parcel to allow for better management of the space for the public in the future. On October 7, 2024, the Plano Planning & Zoning Commission approved the Final Plat and Site Plan for the McCall Plaza property, contingent upon City Council approval of the removal of the right-of-way designation and other stipulations.

Staff recommends approval of this item.

### FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

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

### ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/22/2024	Ordinance

**An Ordinance of the City of Plano, Texas, vacating the right-of-way designation on a tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas, and being 0.159 acres of J Avenue; and providing an effective date.**

**WHEREAS**, a portion of that certain tract of land situated in the Joseph Klepper Survey, Abstract No. 213 (hereinafter called "McCall Plaza "), which is located within the City Limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A" was acquired, in fee, by the City of Plano from Southern Pacific Transportation Company through the deed recorded in Volume 2348, Page 49 of the land records of Collin County, Texas; and

**WHEREAS**, the City later designated the McCall Plaza as right-of-way by plat on January 7, 2019 through the plat recorded in Volume 2019, Page 85 of the plat records of Collin County, Texas; and

**WHEREAS**, the McCall Plaza has not been regularly used as a path of travel, and instead has been used as a community plaza; and

**WHEREAS**, the McCall Plaza has no public utility facilities; and

**WHEREAS**, the Planning and Engineering Departments have determined that there will be no detrimental effect on the City or abutting properties if the right-of-way designation is removed from the McCall Plaza, and has advised that McCall Plaza should be held by the City as undesignated real property.

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

**Section I.** The right-of-way designation on McCall Plaza is hereby vacated. McCall Plaza shall be held by the City of Plano as undesignated real property. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this vacation of the right-of-way designation.

**Section II.** The City Council hereby finds and determines that the vacation of the right-of-way designation is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

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

**PASSED AND APPROVED** on the 28<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
John B. Muns, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

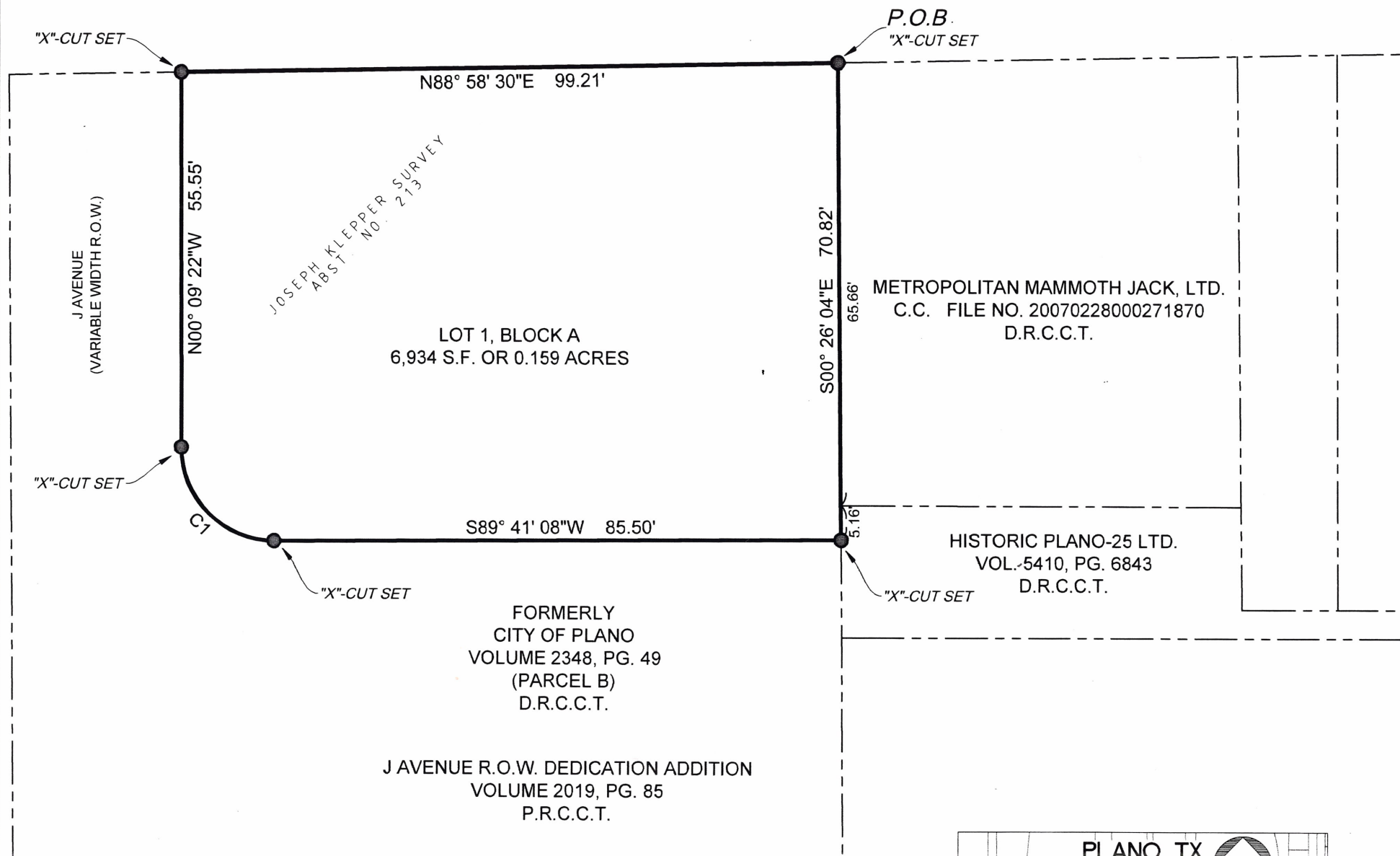
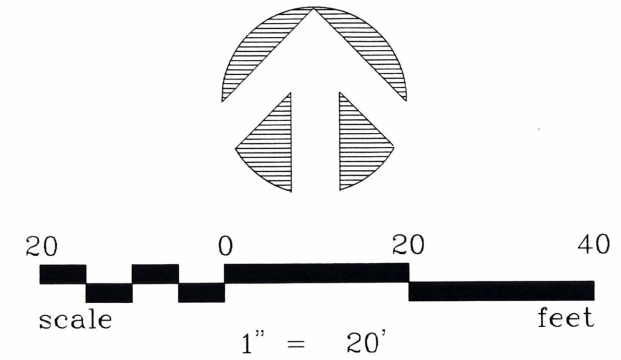
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



**Curve Table**

CURVE #	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	14.00'	22.03'	90° 09' 30"	N45° 14' 06"W	19.83'

**15TH STREET**  
(70' R.O.W.)



**LEGAL DESCRIPTION:**

**BEING** a 6,934 square foot, (0.159 Acre) lot situated in the Joseph Klepper Survey, Abstract 213, being a portion of J Avenue R.O.W. Dedication Addition, an Addition to the City of Plano, according to the plat thereof recorded in Volume 2019, Page 85 Plat Records, Collin County, Texas, and being more particularly described by metes and bounds as follows;

**BEGINNING** at a "X" cut set and lying in the south line of 15<sup>th</sup> Street (a called 70.00' ROW width) having State Plane Coordinates of N: 7058589.21 and E: 2520038.28 for the northeast corner of the herein described tract common with the northwest corner of that certain tract of land conveyed and described in a deed to Metropolitan Mammoth Jack LTD, as recorded under County Clerks File No. 20070228000271870, Deed Records of Collin County, Texas.;

**THENCE** South 00°26'04" East along the east line of this tract common with the west line of Metropolitan Mammoth tract and passing at 65.66 feet, the southwest corner of said Metropolitan Mammoth tract common with the northwest corner of that certain tract of land conveyed and described in a deed to Historic Plano-25 LTD, as recorded in Volume 5410, Page 6843, of said Deed Records, and continuing along a total distance of 70.82 feet to a "X" cut set for the southeast corner of the herein described tract;

**THENCE** South 89°41'08" West, departing said east line, along the south line of this tract, a distance of 85.50 feet to a "X" cut set for the beginning of a tangent curve to the right, having a radius of 14.00 feet.

**THENCE** along said tangent curve to the right, having an arc length of 22.03 feet, a central angle of 90°09'30" and a chord bearing and distance of North 45°14'06" West, 19.83 feet to a "X" cut set for the point of tangency;

**THENCE** North 00°09'22" West, along the west line of this tract a distance of 55.55 feet to a "X" cut set in the aforementioned south line of 15<sup>th</sup> Street for the northwest corner of the herein described tract;

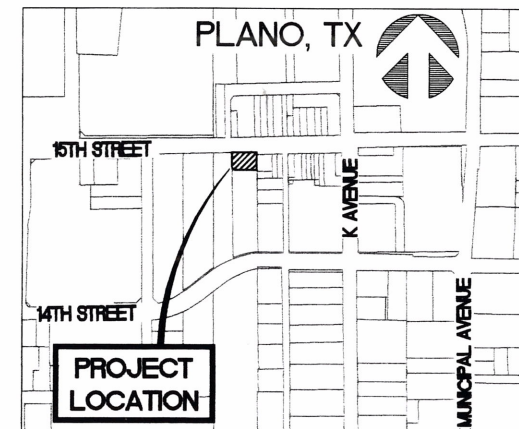
**THENCE** North 88°58'30" East, along the south line of said 15<sup>th</sup> Street common with the north line of this tract, a distance of 99.21 feet to the **Point of Beginning** and containing 6,934 square feet or 0.159 of an acre of land.

**LEGEND**

D.R.C.C.T. = DEED RECORDS COLLIN COUNTY, TX  
P.R.C.C.T. = PLAT RECORDS COLLIN COUNTY, TX  
CM = CONTROLLING MONUMENT

**SURVEYOR'S NOTES:**

1. GPS COORDINATES ARE RECTIFIED TO NAD 83 STATE PLANE SYSTEM NORTH CENTRAL TEXAS ZONE 4202 (FEET). THE COORDINATES SHOWN ON THIS PLAT ARE TO TEXAS STATE PLANE GROUND. THE SCALE IS 1.000152710 AT 0.0. CITY OF PLANO CONTROL POINTS #217 N: 7054308.36, E: 2520771.97 & #842 N: 7060560.55, E: 2520797.10



**VICINITY MAP**  
NTS



*Raul Reyes*  
10-17-2024

2201 N. Central Expressway  
Suite 205  
Richardson, Texas 75080  
(972) 864-8200 (tel)  
(972) 864-8220 (fax)  
TBPELS Firm No. 10022000

**SPI**  
SCHAUMBURG & POLK, INC.

2164EXHIBIT.DWG 10-14-24

**McCALL PLAZA**  
**EXHIBIT "A"**  
**CITY OF PLANO, TEXAS**



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024  
**DEPARTMENT:** Zoning - Text  
**DIRECTOR:** Christina Day, Director of Planning  
**AGENDA ITEM:** To change the name of Westside Drive, a dedicated street within the City of Plano, Collin County, Texas, to be named Wildcat Way.  
**RECOMMENDED ACTION:** Adoption of Ordinances

### **ITEM SUMMARY**

To change the name of Westside Drive, a dedicated street within the City of Plano, Collin County, Texas, to be named Wildcat Way; providing for a change in the official records to reflect such action; and providing an effective date. **Adopted Ordinance No. 2024-10-10**

### **BACKGROUND**

This is a request to change the name of the Westside Drive to be Wildcat Way. Westside Drive runs along Plano Senior High School, for which the mascot is the wildcat.

There are two addresses affected by this change, one for property owned by Plano Independent School District and the other for property owned by the City. The street name change has been reviewed by the Planning Department, the Police Department, Plano Fire-Rescue, and the Public Safety Communications Department.

Resolution 2001-9-30(R) established City policy to restrict street name changes to those necessary for public safety and as allowed by the Subdivision Ordinance. An amendment to that resolution is also on today's agenda to also allow requests for renaming City streets upon written request of the federal, state, or county government or a school district, but each government entity may only make such a request no more than once every five years.

Approval of this item should be considered subject to approval of associated changes to Resolution 2001-9-30(R).

### **FINANCIAL SUMMARY/STRATEGIC GOALS**

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
Ordinance	10/16/2024	Ordinance
Supporting Document (Map)	10/16/2024	Informational

**An Ordinance of the City of Plano, Texas, changing the name of Westside Drive, a dedicated street within the City of Plano, Collin County, Texas, to be named Wildcat Way; providing for a change in the official records to reflect such action; and providing an effective date.**

**WHEREAS**, Westside Drive is a dedicated public street within the City of Plano; and

**WHEREAS**, the street name Westside Drive was adopted by plat in 1973; and

**WHEREAS**, only two addresses along Westside Drive, both for public properties, will be impacted by the requested name change; and

**WHEREAS**, to honor Plano Senior High School, for which the mascot is the wildcat, the City Council has approved a street name change; and

**WHEREAS**, the street name change has been reviewed by the Planning Department, the Police Department, Plano Fire-Rescue, and the Public Safety Communications Department; and

**WHEREAS**, the City Council, upon full consideration of the recommendation of city staff and all matters attendant and related thereto, is of the opinion and finds that Westside Drive should be changed to Wildcat Way and that the official records of the city be amended to reflect this street name change.

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

**Section I.** Westside Drive, a public street within the City of Plano, Collin County, Texas is hereby changed to Wildcat Way. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

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

**PASSED AND APPROVED** on the 28th day of October, 2024 .

\_\_\_\_\_  
John B. Muns, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

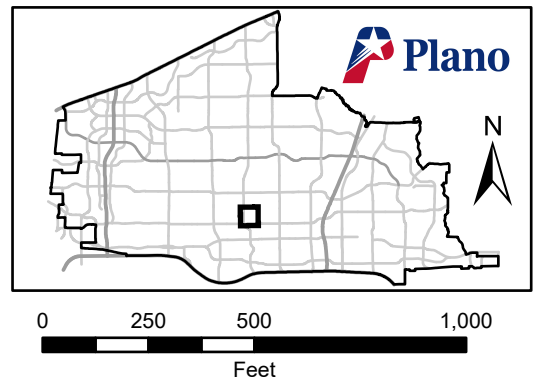




Item Submitted: Street Name Change

Title: Request to change the name of Westside Drive to Wildcat Way

- Westside Drive (Proposed to change to Wildcat Way)
- Recorded Parcels
- Streets







## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024  
**DEPARTMENT:** Engineering-Transportation  
**DIRECTOR:** B. Caleb Thornhill, P.E., Director of Engineering  
**AGENDA ITEM:** Establish a no parking zone along Huntington Drive  
**RECOMMENDED ACTION:** Adoption of Ordinances

### **ITEM SUMMARY**

To amend Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, to establish a no parking zone along Huntington Drive within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2024-10-11**

### **BACKGROUND**

Huntington Drive is a twenty-six-foot-wide residential street with a condominium complex on the east side and residential neighborhoods on the west side.

When vehicles are parked along both sides of the street, it impedes the flow of traffic and sight distance of motorists exiting the condominium complex or turning from Newcastle Circle onto Huntington Drive.

Staff reached out to homeowners in the neighborhood and verified support for the proposed parking restriction.

The Transportation Engineering Division recommends an amendment to the City's Code of Ordinances to establish a no parking zone along and upon the west side of Huntington Drive.

### **FINANCIAL SUMMARY/STRATEGIC GOALS**

This item may impact revenue collected from fines due to the implementation of parking restrictions; however, the exact change in revenue is indeterminable and will have minimal impact on the General Fund budget.

Approval of this item supports the City's Strategic Plan Critical Success Factors of Safe, Vibrant Neighborhoods.

### **ATTACHMENTS:**

Description	Upload Date	Type
Ordinance	10/17/2024	Ordinance
Map	10/16/2024	Map

**An Ordinance of the City of Plano, Texas amending Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, to establish a no parking zone along Huntington Drive within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.**

**WHEREAS**, Huntington Drive is a twenty-six-foot-wide residential street with a condominium complex on the east side and residential neighborhoods on the west side; and

**WHEREAS**, when vehicles are parked along both sides of the street, it impedes the flow of traffic and sight distance of motorists exiting the condominium complex or turning from Newcastle Circle onto Huntington Drive; and

**WHEREAS**, staff reached out to homeowners in the neighborhood and verified support for the proposed parking restriction; and

**WHEREAS**, the Transportation Engineering Division recommends an amendment to the City's Code of Ordinances to establish a no parking zone along and upon the west side of Huntington Drive.

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

**Section I.** Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances, City of Plano, Texas, is hereby amended by the addition of the following subsection:

*"Huntington Drive:*

- (1) Along the west side of Huntington Drive from its intersection with Park Boulevard to a point one hundred thirty (130) feet north of its southernmost intersection with Newcastle Circle."

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

**Section III.** It is the intention of the City Council that this Ordinance, and every provision 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 IV.** Any violation of any provision or term of this Ordinance shall be a Class C Misdemeanor offense. Any person, firm, corporation, or association who is adjudged guilty of a Class C Misdemeanor offense under this Ordinance shall be punished by a fine not to exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

**Section V.** The repeal of any Ordinance or part of an Ordinance 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 VI.** This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs have been installed.

**PASSED AND APPROVED** on the 28<sup>th</sup> day of October, 2024.

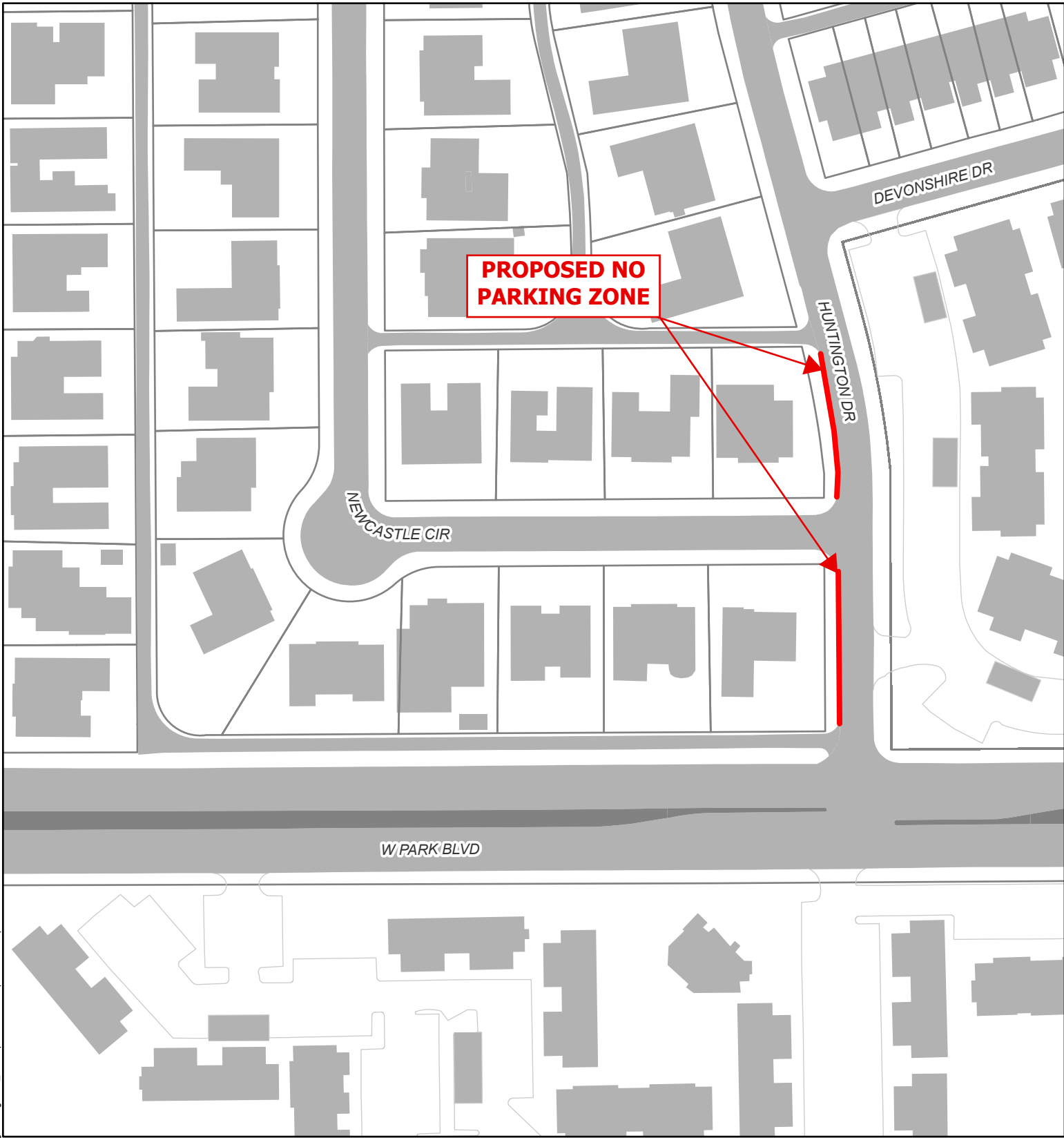
\_\_\_\_\_  
John B. Muns, MAYOR

ATTEST:

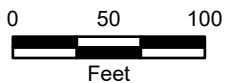
\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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



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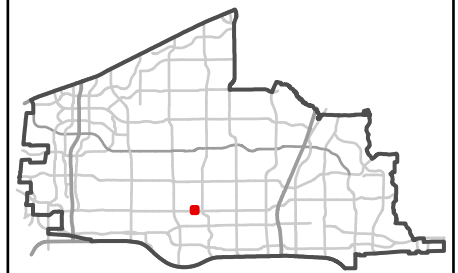


City of Plano BI-GIS Division  
October 2024

### Consideration for Parking Restriction for Huntington Drive

— Proposed No Parking Any Time

#### Project Location







## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024

**DEPARTMENT:** Engineering-Transportation

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

**AGENDA ITEM:** Removes existing parking restrictions along certain sections of 14th Street and M Avenue that are in conflict with the proposed parking restrictions or that are redundant, establishes 1-hour parking spaces along the north side of 14th Street between M Avenue and N Avenue and along the east side of M Avenue between 14th Street and 15th Street, and establishes a 20-minute loading zone along the north side of 14th Street between M Avenue and N Avenue

**RECOMMENDED ACTION:** Adoption of Ordinances

### ITEM SUMMARY

To amend Section 12-101, Prohibited on certain streets at all times, Section 12-103.2(b), One-hour parking, and Section 12-112.5(a), Loading and unloading in the downtown area, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, to: (1) remove existing parking restrictions along certain sections of 14th Street and M Avenue that are in conflict with the proposed parking restrictions or that are redundant, (2) establish 1-hour parking spaces along the north side of 14th Street between M Avenue and N Avenue and along the east side of M Avenue between 14th Street and 15th Street, and (3) establish a 20-minute loading zone along the north side of 14th Street between M Avenue and N Avenue, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2024-10-12**

### BACKGROUND

The developer of the mixed-use development located on the northeast corner of 14th Street and M Avenue requested to designate on-street parking spaces adjacent to his property as 1-hour parking spaces and to establish a 20-minute loading zone on 14th Street.

The Plano Police Department has reviewed the plan and approved the proposal.

There are existing parking restrictions in place along the east side of M Avenue between 14th Street and 15th Street and along the north side of 14th Street between M Avenue and N Avenue where the 1-hour parking restriction and the 20-minute loading zone are proposed.

Subsection "14th Street" in Section 12-101 has a previous duplication with overlapping zones that requires modification.

Transportation Engineering Division recommends an amendment to certain sections of the City's Code of Ordinances to remove the existing parking restrictions, to reflect the existing conditions, and to establish 1-hour parking spaces and a 20-minute loading zone on 14th Street and M Avenue.

**FINANCIAL SUMMARY/STRATEGIC GOALS**

This item may impact revenue collected from fines due to enforcement of this Ordinance; however, the exact change in revenue is indeterminable and will have minimal impact on the General Fund budget.

Approval of this item supports the City's Strategic Plan Critical Success Factors of Multi-Modal Transportation and Mobility Solutions.

**ATTACHMENTS:**

Description	Upload Date	Type
Ordinance	10/23/2024	Ordinance
Map	10/21/2024	Map

**An Ordinance of the City of Plano, Texas amending Section 12-101, Prohibited on certain streets at all times, Section 12-103.2(b), One-hour parking, and Section 12-112.5(a), Loading and unloading in the downtown area, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, to: (1) remove existing parking restrictions along certain sections of 14<sup>th</sup> Street and M Avenue that are in conflict with the proposed parking restrictions or that are redundant, (2) establish 1-hour parking spaces along the north side of 14<sup>th</sup> Street between M Avenue and N Avenue and along the east side of M Avenue between 14<sup>th</sup> Street and 15<sup>th</sup> Street, and (3) establish a 20-minute loading zone along the north side of 14<sup>th</sup> Street between M Avenue and N Avenue, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.**

**WHEREAS**, the developer of the mixed-use development located on the northeast corner of 14<sup>th</sup> Street and M Avenue requested to designate on-street parking spaces adjacent to his property as 1-hour parking spaces and to establish a 20-minute loading zone on 14<sup>th</sup> Street; and

**WHEREAS**, the Plano Police Department has reviewed the plan and approved the proposal; and

**WHEREAS**, there are existing parking restrictions in place along the east side of M Avenue between 14<sup>th</sup> Street and 15<sup>th</sup> Street and along the north side of 14<sup>th</sup> Street between M Avenue and N Avenue where the 1-hour parking restriction and the 20-minute loading zone are proposed; and

**WHEREAS**, Subsection “14<sup>th</sup> Street” in Section 12-101 has a previous duplication with overlapping zones that requires modification; and

**WHEREAS**, Transportation Engineering Division recommends an amendment to certain sections of the City’s Code of Ordinances to remove the existing parking restrictions, to reflect the existing conditions, and to establish 1-hour parking spaces and a 20-minute loading zone on 14<sup>th</sup> Street and M Avenue.

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

**Section I.** Subsection “M Avenue”, Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, is hereby amended to read as follows:

*“M Avenue:*

- (1) Along the east side of M Avenue between its intersection with 14<sup>th</sup> Street and its intersection with 15<sup>th</sup> Street exclusive of the 1-hour parking spaces.”

**Section II.** Subsection “14<sup>th</sup> Street”, Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, is hereby amended to read as follows:

*“14th Street:*

- (1) Along the north side from its intersection with G Avenue to its intersection with Municipal Avenue exclusive of 3-hour parking spaces located along the north side between its intersection with J Avenue and its intersection with Municipal Avenue.
- (2) Along the south side from its intersection with G Avenue to its intersection with Shiloh Road.
- (3) Along the north side from its intersection with Municipal Avenue to its intersection with Shiloh Road exclusive of the 1-hour parking spaces and a 20-minute loading zone located along the north side between its intersection with M Avenue and its intersection with N Avenue.
- (4) Along the north side from its intersection with Dublin Road to a point three hundred (300) feet west of its intersection with Dublin Road.”

**Section III.** Section 12-103.2(b), One-hour parking, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, is hereby amended to read as follows:

“(b) No person shall, at any time, park a vehicle for a period longer than one (1) hour in the following locations:

*14<sup>th</sup> Street:*

- (1) Parallel parking spaces along the north side of 14<sup>th</sup> Street between its intersection with M Avenue and its intersection with N Avenue exclusive of a loading zone and an accessible parking space.

*K Avenue:*

- (1) Three (3) parallel parking spaces along the east side of K Avenue between a point forty-five (45) feet south of its intersection with 15<sup>th</sup> Street and a point one hundred and twenty-five (125) feet south of its intersection with 15<sup>th</sup> Street.

*M Avenue:*

- (1) Parallel parking spaces along the east side of M Avenue between its intersection with 14<sup>th</sup> Street and its intersection with 15<sup>th</sup> Street.

*Inside Parking garage bounded by 15<sup>th</sup> Street, K Avenue, 14<sup>th</sup> Street, and the DART rail line:*

- (1) Nine (9) public parking spaces located in the parking garage.”

**Section IV.** Section 12-112.5 (a), Loading and unloading in the downtown area, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, is hereby amended to read as follows:

“(a) It shall be unlawful for any person to park, stop, stand, load, or unload a vehicle for longer than twenty (20) minutes along the following portions of streets within the downtown area:

*14<sup>th</sup> Street:*

- (1) The north side of 14<sup>th</sup> Street starting one hundred twenty (120) feet east of its intersection with M Avenue and extending sixty (60) feet east.

*15th Place:*

- (1) The south side of 15th Place starting seventy-five (75) feet west of its intersection with K Avenue and extending seventy-five (75) feet west.

*J Place:*

- (1) The east side of J Place starting one hundred twenty-five (125) feet north of its intersection with 15th Place and extending fifty (50) feet north.

*Vontress Drive:*

- (1) The north side of Vontress Drive (running east-west), starting fifty (50) feet east of its intersection with K Avenue and extending seventy-five (75) feet east.”

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

**Section VI.** 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 VII.** Any violation of any provision or term of this Ordinance shall be a Class C Misdemeanor offense. Any person, firm, corporation, or association who is adjudged guilty of a Class C Misdemeanor offense under this Ordinance shall be punished by a fine not to exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

**Section VIII.** The repeal of any Ordinance or part of an Ordinance 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 IX.** This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs have been installed.

**PASSED AND APPROVED** on the 28<sup>th</sup> day of October, 2024.

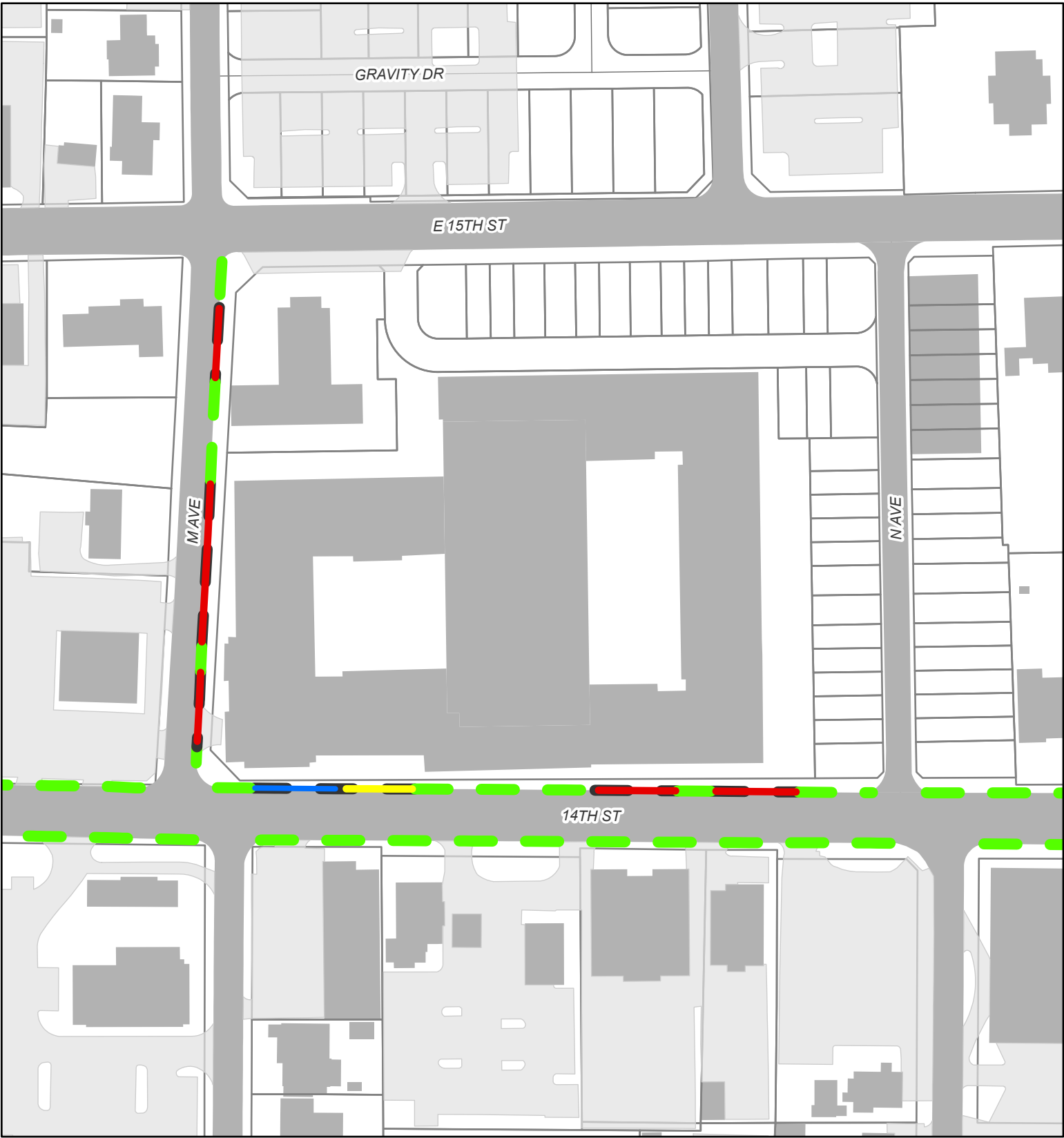
\_\_\_\_\_  
John B. Muns, MAYOR

ATTEST:

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

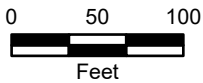
APPROVED AS TO FORM:

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

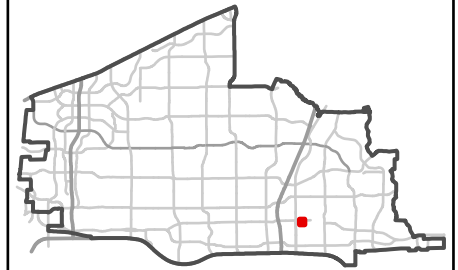


### CONSIDERATION FOR PARKING RESTRICTION FOR 14TH STREET & M AVENUE

- █ Proposed 1-Hour Parking Spaces
- █ Proposed 20-Minute Loading Zone
- █ Handicap Parking Spaces
- █ No Parking Any Time - To Be Removed
- █ No Parking Any Time - To Remain



### Project Location



mshaw\_Z:\BI-GIS\Projects\Engineering\2024\2024-09-25\_NoParking\_14th\Map\_14thMap.aprx



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024  
**DEPARTMENT:** Engineering  
**DIRECTOR:** B. Caleb Thornhill, P.E., Director of Engineering  
**AGENDA ITEM:** Revision to the Flood Damage Prevention Ordinance  
**RECOMMENDED ACTION:** Adoption of Ordinances

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### **ITEM SUMMARY**

To amend Section 16-165, Basis for establishing the areas of special flood hazard, of Division 1, Generally, of Article VIII, Flood Damage Prevention, of Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas to adopt the new Flood Insurance Rate Maps and Flood Insurance Study as issued by the Federal Emergency Management Agency (“FEMA”) and Subsection f, of Section 16-177, Standards for subdivision proposals, of Division 3, Flood Hazard Reduction, of Article VIII, Flood Damage Prevention, of Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas to include new developments as part of the requirement as requested by FEMA; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2024-10-13**

### **BACKGROUND**

The Engineering Department recommends approval of amending Section 16-165 and 16-177 of the Code of Ordinances as requested by FEMA.

FEMA has distributed new Flood Insurance Rate Maps and Flood Insurance Study reports that require amending Section 16-165 and revised language that requires modification to Section 16-177(f) of the Flood Damage Prevention Ordinance. Formal adoption by the City of Plano is required by FEMA before November 21, 2024 in order for the City of Plano to remain in the National Flood Insurance Program (NFIP).

The City of Plano participates in the Community Rating System (CRS) program which is a subset of the National Flood Insurance Program (NFIP). The CRS program is a voluntary incentive program, which recognizes and encourages community floodplain management activities which exceed the minimum NFIP requirements. Property owners in communities that participate in the CRS program receive discounts on their flood insurance premiums based on a sliding scale point system where credit points are awarded for the additional floodplain management activities implemented by the community.

If this item is not approved, the City would be at risk from being removed from the National Flood Insurance Program and the CRS program under FEMA, and potentially impact future federal funding opportunities from FEMA.

### **FINANCIAL SUMMARY/STRATEGIC GOALS**

This item has no financial impact.

Approval of this item supports the City's Strategic Plan Critical Success Factors of Safe, Vibrant Neighborhoods.



**ATTACHMENTS:**

Description

Ordinance

Upload Date

10/23/2024

Type

Ordinance

**An Ordinance of the City of Plano, Texas, amending Section 16-165, Basis for establishing the areas of special flood hazard, of Division 1, Generally, of Article VIII, Flood Damage Prevention, of Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas to adopt the new Flood Insurance Rate Maps and Flood Insurance Study as issued by the Federal Emergency Management Agency (“FEMA”) and Subsection f, of Section 16-177, Standards for subdivision proposals, of Division 3, Flood Hazard Reduction, of Article VIII, Flood Damage Prevention, of Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas to include new developments as part of the requirement as requested by FEMA; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.**

**WHEREAS**, on April 27, 2009, by Ordinance No. 2009-4-20, the City Council of Plano adopted Article VIII, Flood Damage Prevention, of Chapter 16, Planning and Development, of the City of Plano Code of Ordinance (“Flood Damage Prevention Ordinance”); and

**WHEREAS**, City Council amended certain parts of the Flood Damage Prevention Ordinance on May 8, 2017, by Ordinance No. 2017-5-3 and on March 16, 2021, by Ordinance No. 2021-3-1; and

**WHEREAS**, the Federal Emergency Management Agency (“FEMA”) has requested that the City adopt FEMA’s new Flood Insurance Rate Maps and Flood Insurance Study reports under Section 16-165 and include new developments as part of the requirement under Section 16-177(f) of the Flood Damage Prevention Ordinance; and

**WHEREAS**, the City Council is of the opinion that this ordinance amendment will promote the public health, safety and general welfare and minimize public and private flood losses.

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

**Section I.** Section 16-165, Basis for establishing the areas of special flood hazard, of Division 1, Generally, of Article VIII, Flood Damage Prevention, of Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas, is hereby amended to read as follows:

“The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Collin County, Texas And Incorporated Areas", dated November 21, 2024, with accompanying flood insurance rate maps (FIRMs) dated November 21, 2024, and the flood insurance study (FIS) for "Denton County, Texas and Incorporated Areas" dated April 18, 2011 with

accompanying flood insurance rate maps (FIRMs) dated April 18, 2011, and any revisions thereto, are hereby adopted by reference and declared to be a part of this article.”

**Section II.** Subsection f of Section 16-177, Standards for subdivision proposals, of Division 3, Flood Hazard Reduction, of Article VIII, Flood Damage Prevention, of Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas is hereby amended to read as follows:

“(f) All subdivision proposals and other proposed new development including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.”

**Section III.** 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(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

**Section 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 an Ordinance 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 from and after its passage and publication as required by law.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**PASSED AND APPROVED** on the 28<sup>th</sup> day of October, 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:** 10/28/2024  
**DEPARTMENT:** Zoning  
**DIRECTOR:** Christina Day, Director of Planning  
**AGENDA ITEM:** Public hearing and consideration of an ordinance as requested in Zoning Case 2024-019.  
**RECOMMENDED ACTION:** Items for Individual Consideration

### **ITEM SUMMARY**

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-019 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Urban Mixed Use-2 on 86.2 acres of land located on the west side of Coit Road, 970 feet north of Mapleshade Lane and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, to modify phasing and development standards; 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: C190R Land LTD., Crow-Billingsley LTD. No. 10, Crow-Billingsley 635 Beltline, LTD., The Neighborhoods at Coit No. 1 Beacon CD, LTD., The Neighborhoods at Coit No. 1 Beacon EJ, LTD., Sherpa Dallas Properties, LTD., Beacon Square Association, and University Business Park II **Conducted and adopted Ordinance No. 2024-10-14**

### **BACKGROUND**

The Planning & Zoning Commission recommended approval of this item with a vote of 6-0 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	10/21/2024	Ordinance
Supporting Documents	10/15/2024	Informational

## Zoning Case 2024-019

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Urban Mixed Use-2 on 86.2 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the west side of Coit Road, 970 feet north of Mapleshade Lane and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, to modify phasing and development standards; 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 28th day of October 2024, for the purpose of considering amending Urban Mixed Use-2 on 86.2 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the west side of Coit Road, 970 feet north of Mapleshade Lane and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, to modify phasing and development standards; 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 28th day of October 2024; and

**WHEREAS**, the City Council is of the opinion and finds that such amendment, as amended by the stipulations agreed upon at 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.

**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 amend Urban Mixed Use-2 to modify phasing and development standards as described in Section II and Section III, which stipulations were agreed upon during the public hearing, on 86.2 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the west side of Coit Road, 970 feet north of Mapleshade Lane and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, said property being described in the legal description on Exhibit A attached hereto.

**Section II.** The development standards of Urban Mixed Use-2 are hereby amended, according to the stipulations agreed upon during the public hearing, as described below:

“The permitted uses and standards shall be in accordance with the Urban Mixed-Use (UMU) zoning district standards unless otherwise specified herein.

The development plan shall be adopted as part of the ordinance.

**Exceptions of the UMU District**

1. Blocks A and B:
  - a. Minimum Lot Coverage: 15%
  - b. Minimum FAR: 0.15:1
  - c. Maximum Setback from Coit Rd.: 160 feet
  - d. Minimum Height: One story; 24 feet
2. Blocks D, E, K, N, P, Q, and R may exceed maximum block size of 3 acres.
3. Structured parking and tuck-under garages shall be included in the calculation of lot coverage.
4. Reduce nonresidential parking ratio from 1:250 square feet to 1:190 square feet.
5. No main street is required; however, at least 80% of any exposed exterior wall of main buildings, parking structures, and accessory buildings which front along Beacon Square Boulevard, will consist of glass, native stone, clay-fired brick, or tile, or a combination of these materials in order to establish a consistent architectural design district and community identity. For office buildings, this requirement will apply to the first floor only.
6. Block J
  - a. Minimum FAR: 0.6:1
  - b. Minimum Lot Coverage: 30%
7. The street located south of Block S may utilize the alternative minor street standard as designed on the development plan.
8. Blocks M, N, P, and R
  - a. The single-tenant maximum first-floor square footage is 50,000 square feet.
  - b. The total combined first floor building square footage of any building must not

exceed 60,000 square feet. A paseo, which is an outdoor public pedestrian pathway where no vehicular access is allowed except for emergency services, must be provided as a block break to divide the first floor of the building. Each first floor footprint may have no more than 30,000 square feet. Paseos must have a minimum 25-foot width. Buildings may encroach no more than 10 feet within the 25-foot paseo if utilizing glass storefront, patios, or similar aesthetic designed to engage the pedestrian.

- c. Each upper floor must not exceed 50,000 square feet.
9. Signage located along exterior public rights-of-way must comply with Section 22.600 (190 Tollway/Plano Parkway and State Highway 121 Overlay Districts) of Article 22 (Signs) except:
    - a. Identification signs may have a maximum size of 150 square feet.
    - b. In the case of a monument sign, square footage shall be measured by the overall height and width of the sign, excluding the base.
    - c. One of the allowed freestanding signs along Coit Road may be designed in accordance with the identity sign exhibit in the adopted development plan.
  10. All signage internal to the development along major and minor streets must comply with the signage standards of *Subsection 10.800.6* (Sign Regulations) of *Section 10.800* (Downtown Business/Government District) of *Article 10* (Nonresidential Districts) with the following exceptions:
    - a. Signage may be illuminated.
    - b. Stainless steel, perforated metal, and acrylic panel are additional allowed sign finishes.
    - c. Monument signs are allowed for office uses within Blocks M, N, P, and R only. Monument signs may not exceed five feet in height or 75 square feet in area. A maximum of two monument signs are allowed per block. The use of office monument signs will reduce the allowable tenant wall signage to a maximum of two signs per building facade.”

**Section III.** The development plan of Urban Mixed Use-2 is hereby amended, according to the stipulations agreed upon during the public hearing, as provided in Exhibit B.

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

**Section V.** All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the



Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

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

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

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

**PASSED AND APPROVED** on the 28th day of October, 2024.

---

John B. Muns, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY

**ZONING CASE 2024-019**

A tract or parcel of land situated in the Martha McBride Survey, Abstract No. 553, in the City of Plano, Collin County, Texas, being all of Lot 3R, Block 1 of the "Coit Crossings Addition", an addition to the City of Plano recorded in Cabinet O Page 581 in the Collin County Plat Records (CCPR), and also including part of the called 43.7308 acres tract described in the deed to University Business Park Phase II Limited recorded as Document No. 97-0065617 in Volume 3973 Page 984 in the Collin County Deed Records (CCDR), and being more particularly described as follows:

BEGINNING at the intersection of the centerline of Coit Road (130-foot-wide right-of-way) and the south line of the A.T. & Santa Fe Railroad (150-foot wide right-of-way);

THENCE southerly along the centerline of Coit Road the following:

THENCE South 18°27'28" West, 151.10 feet;

THENCE southerly an arc distance of 621.15 feet along a tangent curve to the left with a radius of 1,909.86 feet, a central angle of 13°38'04", and the chord bears South 09°08'26" West 618.42 feet;

THENCE South 89°51'28" West, 374.67 feet departing the centerline of Coit Road and continuing along the north side of Lot 2R of said "Coit Crossings Addition";

THENCE South 00°10'32" East, 119.81 feet along the west side of said Lot 2R;

THENCE South 89°51'28" West, 1,138.28 feet along the south side of said Lot 3R and the north side of Lot 1, Block 1 of "Coit Crossings Addition", an addition to the City of Plano recorded in Cabinet N Page 813 in the CCPR;

THENCE South 00°09'00" East, 239.49 feet along the west side of said Lot 1 to the northeast corner of Lot 1, Block 1 of "Daltex-Mapleshade Addition", an addition to the City of Plano recorded in Cabinet Q Page 292 in the CCPR;

THENCE South 89°51'00" West, 1,077.96 feet along the north side of said Lot 1;

THENCE North 00°24'37" East, 922.70 feet along the west side of said University Business Park Phase II Limited tract and along the east side of the called 28.086 acres tract described in the deed to Wolverine Equities Company 2000 Highway 190 L.P., recorded in Volume 4880 Page 404 in the CCDR;

THENCE South, 89° 35'23" East, 25.00 feet;

THENCE North, 00 06'25" East. 972.45 feet along the east side of the tract of land described in the deed to North Dallas Joint Venture recorded in Volume 2688, Page 354 in the CDDR, to the south line of said A.T. & Santa Fe Railroad;

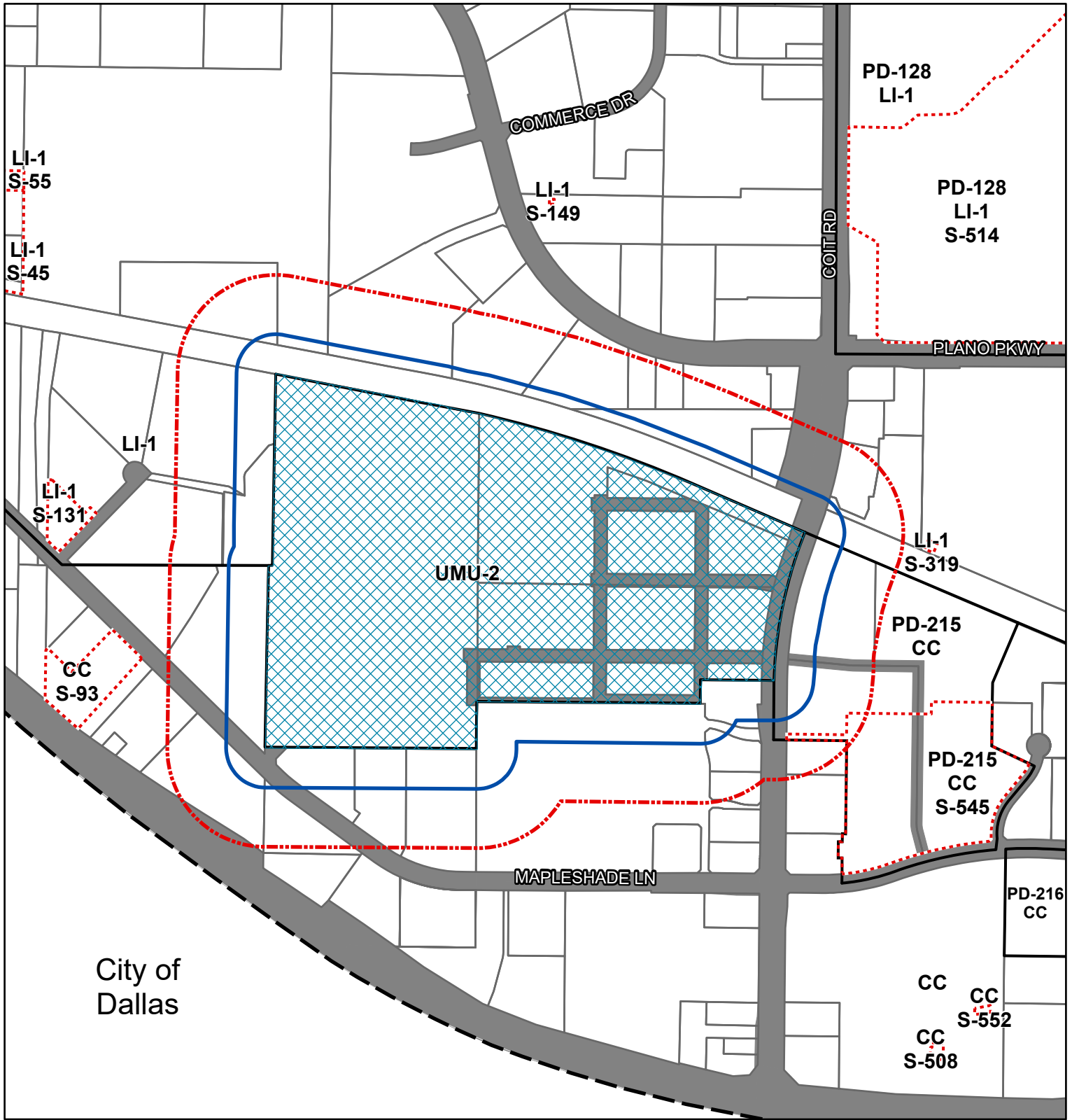
THENCE easterly along the south line of said A.T. & Santa Fe Railroad the following;

THENCE easterly South 79 55'25 East. 736.39 feet;

THENCE easterly an arc distance of 321.46 feet along a tangent curve to the right with a radius of 6,800.55 feet, a central angle of  $2^{\circ}42'30''$ , and the chord bears South  $78^{\circ}34'10''$  East 321.43 feet;

THENCE easterly an arc distance of 1,137.38 feet along a non-tangent curve to the right with a radius of 6,800.55 feet, a central angle of  $9^{\circ}34'57''$ , and the chord bears South  $72^{\circ}23'23''$  East 1,136.05 feet;

THENCE South  $67^{\circ}35'54''$  East, 626.98 feet to the **POINT OF BEGINNING and CONTAINING** 86.18 acres of land, more or less.



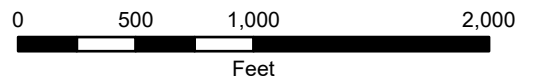
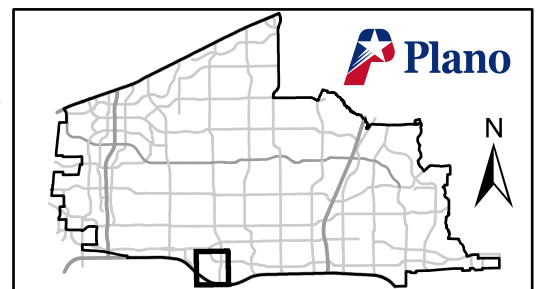
Zoning Case: 2024-019

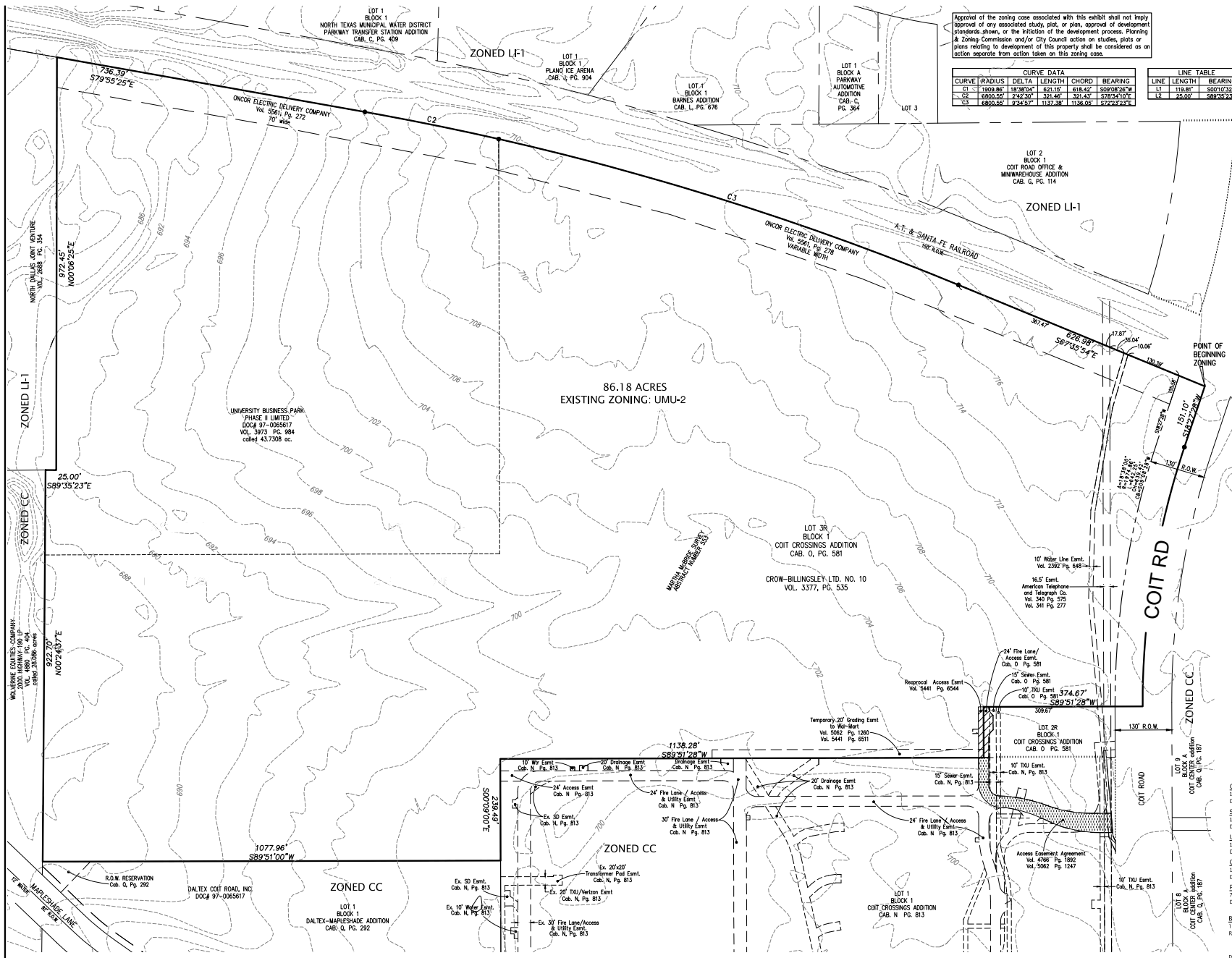
Existing Zoning: Urban Mixed Use-2 and located within the 190 Tollway/Plano Parkway Overlay District

Proposed Zoning: Amend UMU-2

- - - 500' Notification Buffer
- Subject Property
- - - Zoning Boundary Change/SUP
- 200' Notification Buffer
- Streets
- Zoning Boundary
- Specific Use Permit
- Municipal Boundaries

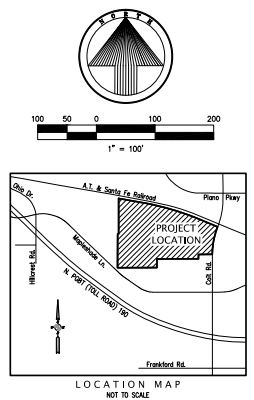
Source: City of Plano





Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plan, or plan, approval of development (if/when shown, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plans or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

CURVE DATA				LINE TABLE	
CURVE	RADIUS	DELTA	LENGTH	LINE LENGTH	BEARING
C1	1909.86	183°04'	821.93	618.42	S29°02'26"W
C2	8800.50	242°30'	321.46	321.43	S78°24'10"E
C3	6800.00	87°45'	1137.38	1136.06	S72°23'27"E



**ZONING EXHIBIT**

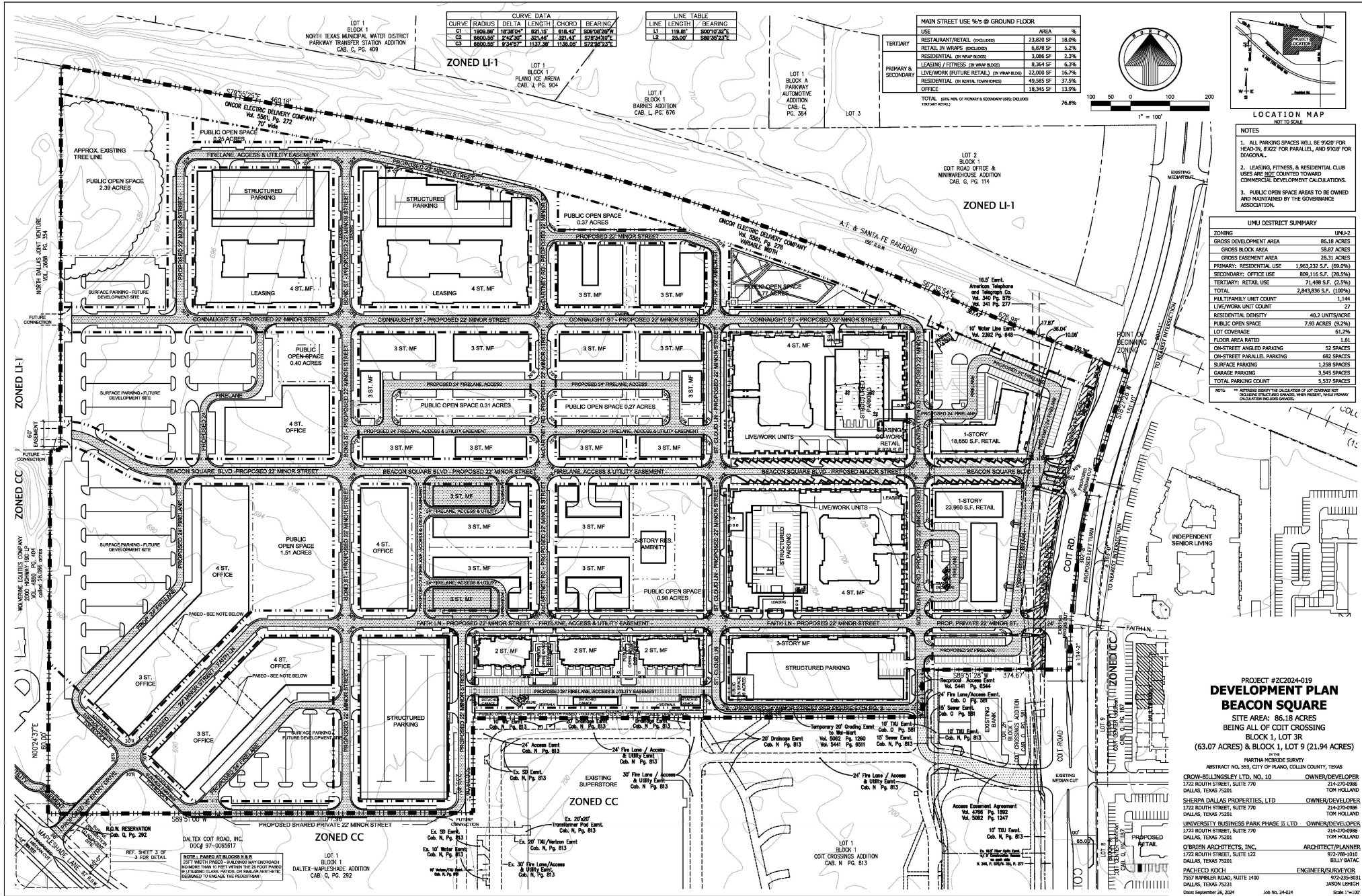
A tract or parcel of land situated in the Martha McBride Survey, Abstract No. 553 in the City of Plano, Collin County, Texas, being all of Lot 30, Block 1 of the "COIT CROSSINGS ADDITION", as shown on the plat recorded in Volume 3888 Page 581 in the Collin County Plat Records (CCPR), and also including part of the called 43730' access tract described in the deed to University Business Park Phase I Limited recorded as Document No. 97-0065817 in Volume 3973 Page 984 in the Collin County Deed Records (CCDR), and being more particularly described as follows:

- BEGINNING** at the intersection of the centerline of Coit Road (130' wide right-of-way) and the south line of the A.T. & Santa Fe Railroad (150' wide right-of-way);
- THENCE** South along the centerline of Coit Road the following:
- THENCE South 182°27'38" West, 150.10 feet;
  - THENCE South along an arc distance of 6213.5 feet along a tangent curve to the left with a radius of 1909.86 feet, a central angle of 183°04', and the chord bears South 09°02'26" West 618.42 feet;
  - THENCE South 89°51'08" West, 1326.07 feet departing the centerline of Coit Road and continuing along the north side of said "Coit Crossings Addition";
  - THENCE South 00°02'32" East, 119.81 feet along the west side of said Lot 20;
  - THENCE South 89°51'08" West, 1326.28 feet along the south side of said Lot 30 and the north side of Lot 1, Block 1 of "Coit Crossings Addition", an addition to the City of Plano recorded in Collin County Plat Book 813 in the CCPR;
  - THENCE South 00°09'00" East, 239.49 feet along the west side of said Lot 1 to the northeast corner of Lot 1, Block 1 of "Coit Crossings Addition", an addition to the City of Plano recorded in Collin County Plat Book 813 in the CCPR;
  - THENCE South 89°51'00" West, 1077.96 feet along the north side of said Lot 1;
  - THENCE North 02°24'37" East, 922.70 feet along the west side of said University Business Park Phase I Limited tract and along the east side of the called 28,688 acre tract described in the deed to University Business Park Phase I Limited recorded as Document No. 97-0065817 in Volume 3973 Page 984 in the CCPR;
  - THENCE South 89°52'23" East, 25.00 feet;
  - THENCE North 02°08'25" East, 972.45 feet along the east side of the tract of land described in the deed to Santa Fe Railroad, a central angle of 182°04', and the chord bears South 35°14'00" East, 1136.06 feet;
  - THENCE East along the south line of said A.T. & Santa Fe Railroad the following:
  - THENCE South 79°52'25" East, 726.39 feet;
  - THENCE East along an arc distance of 321.46 feet along a tangent curve to the right with a radius of 8800.50 feet, a central angle of 242°30', and the chord bears South 78°24'10" East, 321.43 feet;
  - THENCE East along a non-tangent curve to the right with a radius of 6800.00 feet, a central angle of 87°45', and the chord bears South 72°23'27" East 1136.06 feet;
  - THENCE South 87°05'54" East, 626.98 feet to the POINT OF BEGINNING and CONTAINING 86.18 acres of land, more or less.

This document was prepared under 25 TAC §663.31, does not reflect the results of an independent survey, and it is to be used to correct or supplement the landowner's record rights and interests created or established by the creation or re-creation of the boundary of the parcel described herein.

**PROJECT #**  
**ZONING EXHIBIT**  
**BEACON SQUARE**  
**86.18 ACRES**  
 IN THE  
**MARTHA MCBRIDE SURVEY, ABSTRACT NO. 553**  
**COLLIN COUNTY, TEXAS**

OWNER/DEVELOPER	OWNER/DEVELOPER
CROW-BILLINGSLEY LTD., NO. 10 1722 SOUTH STREET, SUITE 770 DALLAS, TEXAS 75201	TOM HOLLAND
SHERPA DALLAS PROPERTIES, LTD 1722 SOUTH STREET, SUITE 770 DALLAS, TEXAS 75201	TOM HOLLAND
UNIVERSITY BUSINESS PARK PHASE I LTD 1722 SOUTH STREET, SUITE 770 DALLAS, TEXAS 75201	TOM HOLLAND
O'BRIEN ARCHITECTS, INC. 1722 SOUTH STREET, SUITE 122 DALLAS, TEXAS 75201	851V BARTAC
PACHECO KOCH 7537 RAMBLER ROAD, SUITE 1400 DALLAS, TEXAS 75231	JASON LINDHAY
BASLINE PROFESSIONAL SURVEYORS 1801 CATERBURY BLVD., SUITE 103 RICHARDSON, TEXAS 75080	972-235-3031



PROJECT #ZC2024-019  
**DEVELOPMENT PLAN**  
**BEACON SQUARE**  
 SITE AREA: 86.18 ACRES  
 BEING ALL OF COIT CROSSING  
 BLOCK 1, LOT 3R  
 (63.07 ACRES) & BLOCK 1, LOT 9 (21.94 ACRES)

MARTHA MOBRIDE SURVEY  
 ABSTRACT NO. 553, CITY OF PLANO, COLLIN COUNTY, TEXAS

CROW-BILLINGSLEY LTD., NO. 10 OWNER/DEVELOPER  
 3722 SOUTH STREET, SUITE 770  
 DALLAS, TEXAS 75201

SHERPA DALLAS PROPERTIES, LTD OWNER/DEVELOPER  
 3722 SOUTH STREET, SUITE 770  
 DALLAS, TEXAS 75201

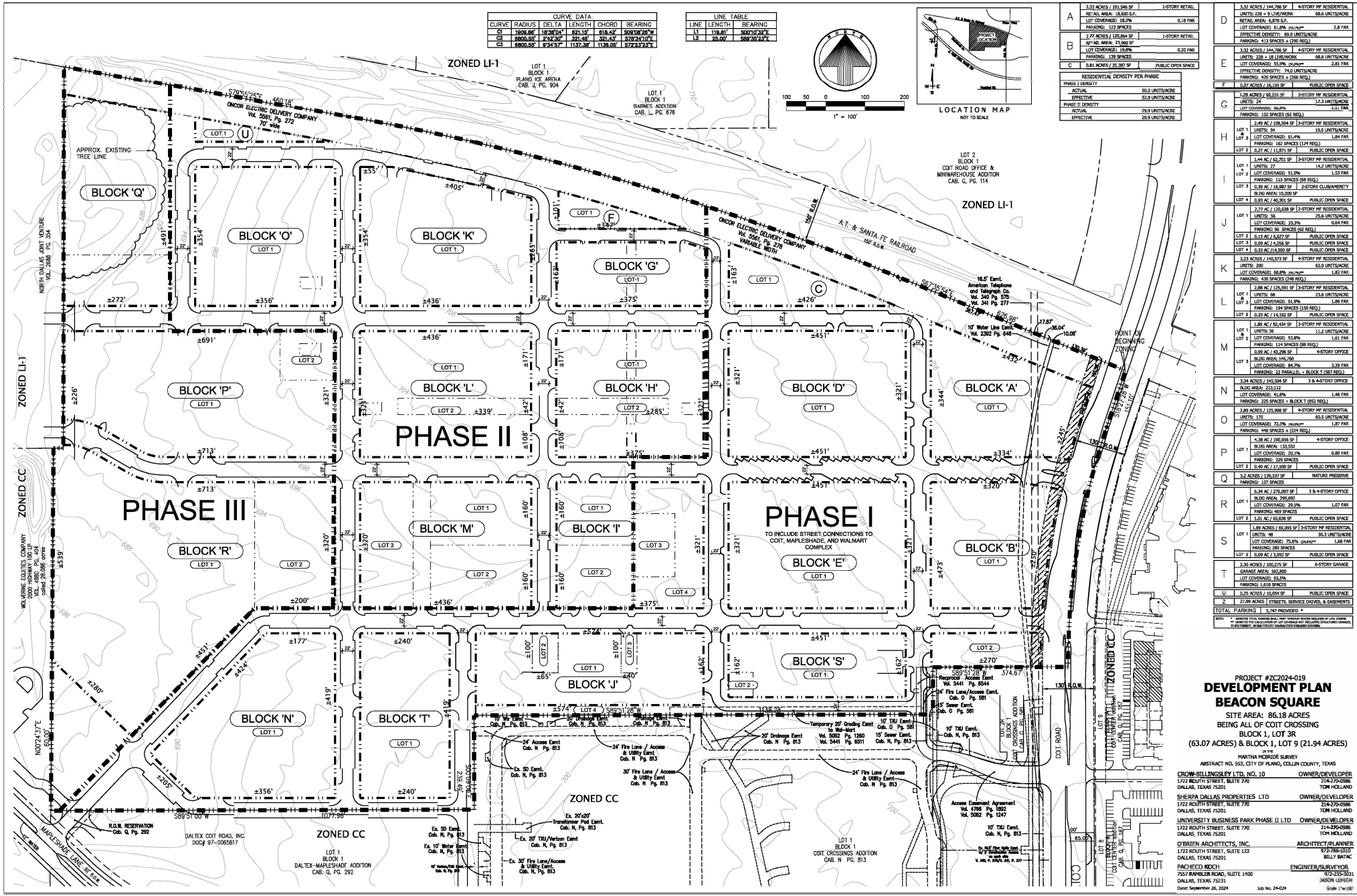
UNIVERSITY BUSINESS PARK PHASE II LTD OWNER/DEVELOPER  
 3722 SOUTH STREET, SUITE 770  
 DALLAS, TEXAS 75201

O'BRIEN ARCHITECTS, INC. ARCHITECT/PLANNER  
 1722 SOUTH STREET, SUITE 122  
 DALLAS, TEXAS 75201

PAGEHEAD MOCH ENGINEER/SURVEYOR  
 7507 RANNEY ROAD, SUITE 1400  
 DALLAS, TEXAS 75231

Date: September 26, 2024 3db No. 24-024 Page 1 of 7





**PROJECT #2024-019**  
**DEVELOPMENT PLAN**  
**BEACON SQUARE**  
 SITE AREA: 86.18 ACRES  
 BEING ALL OF COIT CROSSING  
 BLOCK 1, LOT 3R  
 (63.07 ACRES) & BLOCK 1, LOT 9 (21.94 ACRES)

MARTHA NORRIS SURVEY  
 ABSTRACT NO. 553, CITY OF PLANO, COLLIN COUNTY, TEXAS

**CROW-BILLINGSLEY LTD. NO. 10** OWNER/DEVELOPER  
 1722 SOUTH STREET, SUITE 770  
 DALLAS, TEXAS 75201

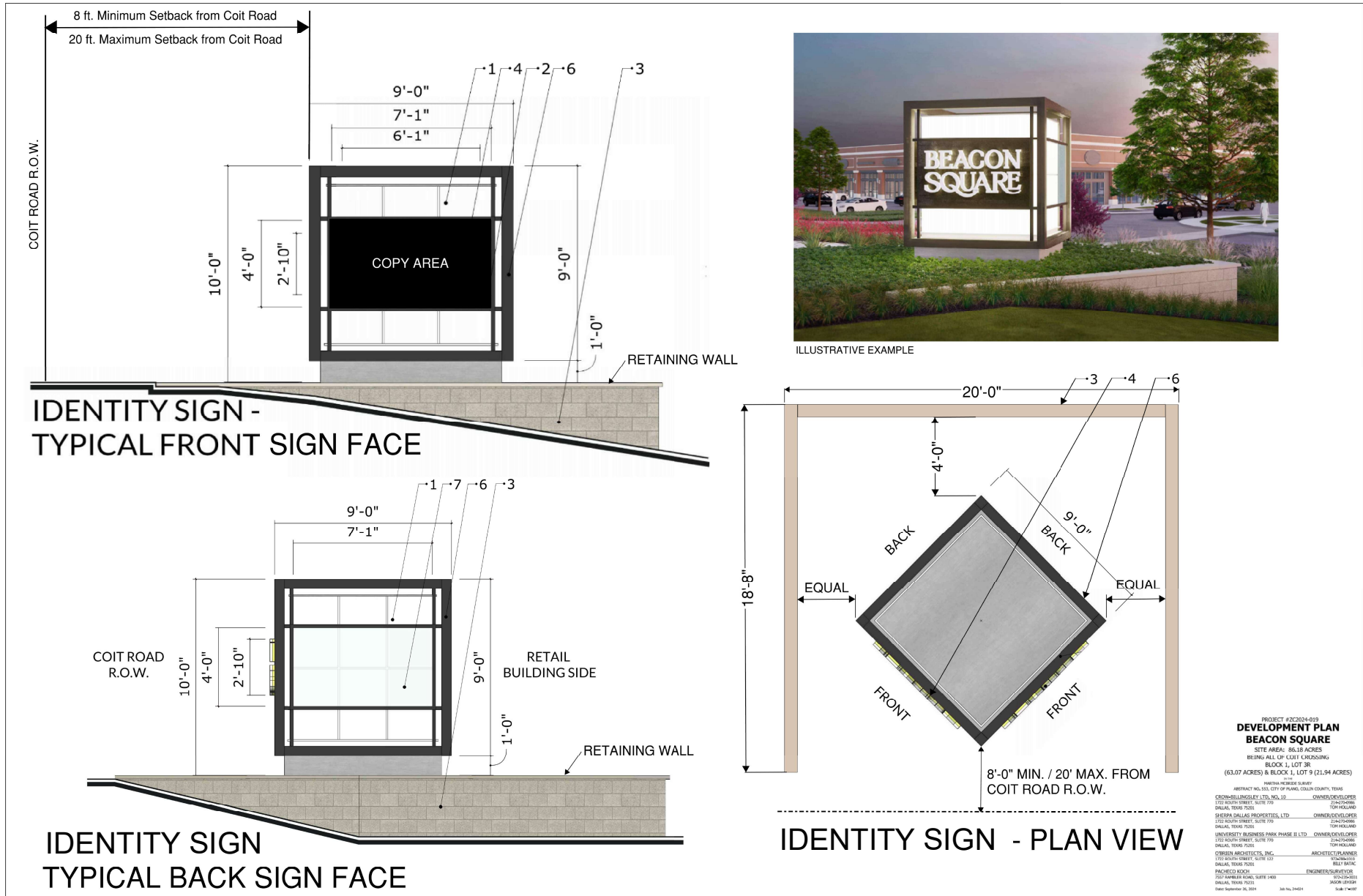
**SHERPA DALLAS PROPERTIES LTD** OWNER/DEVELOPER  
 1722 SOUTH STREET, SUITE 770  
 DALLAS, TEXAS 75201

**UNIVERSITY BUSINESS PARK PHASE II LTD** OWNER/DEVELOPER  
 1722 SOUTH STREET, SUITE 770  
 DALLAS, TEXAS 75201

**O'BRIEN ARCHITECTS, INC.** ARCHITECT/PLANNER  
 1722 SOUTH STREET, SUITE 122  
 DALLAS, TEXAS 75201

**PAOLOCCI ROCK** ENGINEER/SURVEYOR  
 7551 PARKWAY ROAD, SUITE 1400  
 DALLAS, TEXAS 75231

Date: September 26, 2024





**DATE:** October 8, 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 October 7, 2024

**AGENDA ITEM NO. 1 - ZONING CASE 2024-019**

**PETITIONERS: C190R LAND LTD., CROW-BILLINGSLEY LTD. NO. 10, CROW-BILLINGSLEY 635 BELTLINE, LTD., THE NEIGHBORHOODS AT COIT NO. 1 BEACON CD, LTD., THE NEIGHBORHOODS AT COIT NO. 1 BEACON EJ, LTD., SHERPA DALLAS PROPERTIES, LTD., BEACON SQUARE ASSOCIATION, AND UNIVERSITY BUSINESS PARK II**

Request to amend Urban Mixed Use-2 on 86.2 acres located on the west side of Coit Road, 970 feet north of Mapleshade Lane, to modify phasing and development standards. Located within the 190 Tollway/Plano Parkway Overlay District. Project #ZC2024-019.

**APPROVED:** 6-0

Speaker Card(s) Received:	Support:	<u>0</u>	Oppose:	<u>0</u>	Neutral:	<u>0</u>
Letters Received Within 200' Notice Area:	Support:	<u>1</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/316951?ts=95>

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. 1**

**PUBLIC HEARING:** Zoning Case 2024-019

**PETITIONERS:** C190R Land Ltd., Crow-Billingsley Ltd. No. 10, Crow-Billingsley 635 Beltline, Ltd., The Neighborhoods at Coit No. 1 Beacon CD, Ltd., The Neighborhoods at Coit No. 1 Beacon EJ, Ltd., Sherpa Dallas Properties, Ltd., Beacon Square Association, and University Business Park II

**CASE PLANNER:** Molly Coryell, AICP

**DESCRIPTION:** Request to amend Urban Mixed Use-2 on 86.2 acres located on the west side of Coit Road, 970 feet north of Mapleshade Lane, to modify phasing and development standards. Located within the 190 Tollway/Plano Parkway Overlay District. Projects #ZC2024-019 and #DP2024-001.

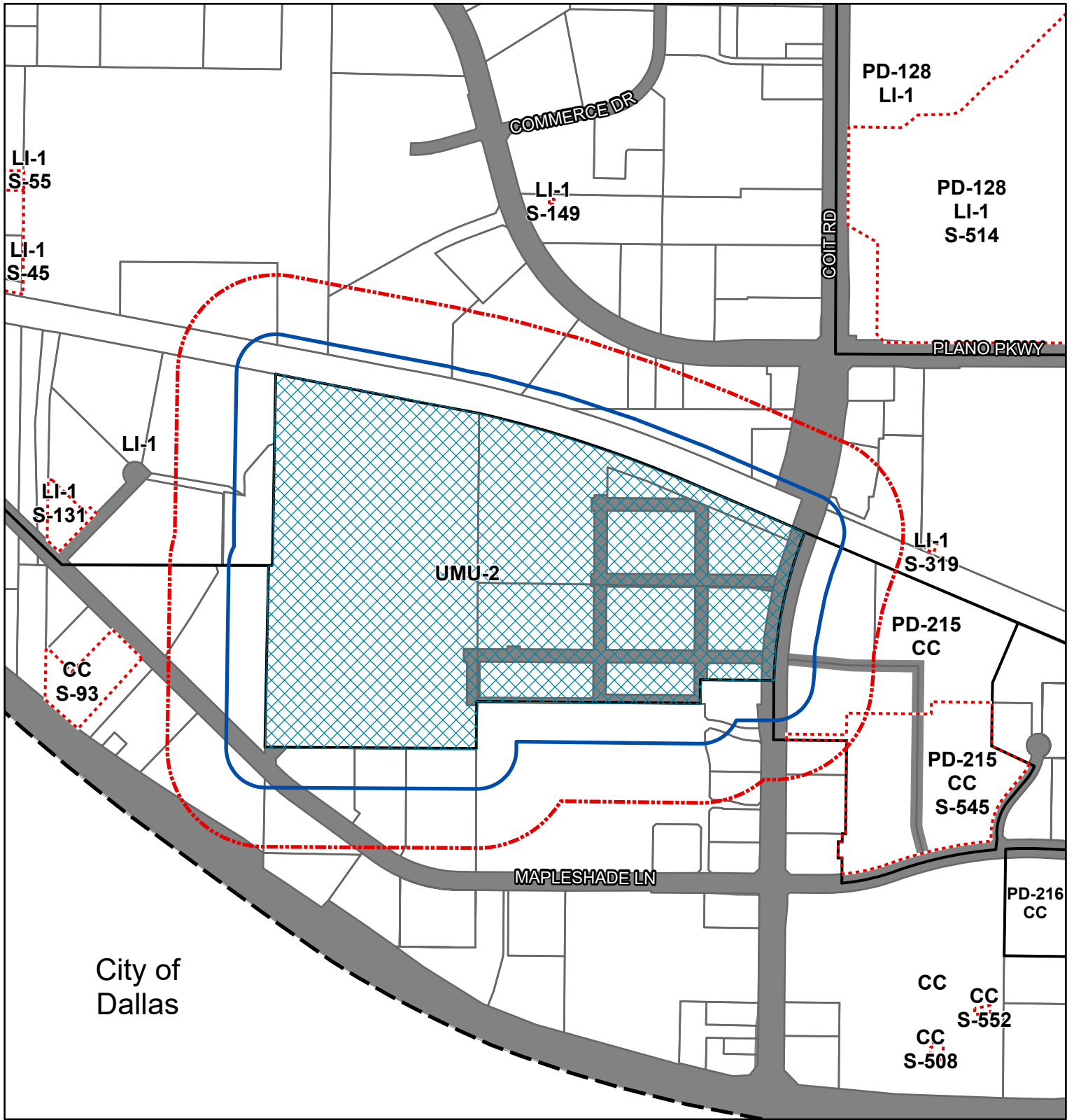
**EXECUTIVE SUMMARY**

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The purpose of this request is to amend Urban Mixed Use-2 (UMU-2) to modify phasing and signage standards for the Beacon Square development. Major topics of consideration in this request include:

- Phasing – Proposed phasing changes include moving two blocks along Coit Road (Blocks B and B1), currently designated as Phase 3 or 4 on the development plan, to be part of Phase 1. This would allow additional retail square footage to be built in earlier phases of the development, consistent with comprehensive plan recommendations for mixed-use developments.
- Signage – Proposed signage standards will allow for an identification sign at the entrance from Coit Road to be a four-sided, cube-shape rather than a two-sided, “V-shape sign” as currently permitted in this location. No increase in size or number of signs is included. Sign bases would also be exempted from sign copy area calculations due to the slope along Coit Road. This change would allow a unique district branding sign, helping create community identity, a stated purpose of the UMU zoning district.
- Conformance to the Comprehensive Plan – The request is consistent within the Suburban Activity Center category of the Future Land Use Map and other comprehensive plan recommendations.

The request complies with the Comprehensive Plan and is consistent with development standards in similar zoning districts and planned developments. For these reasons, the staff is in support of the request.



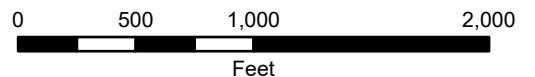
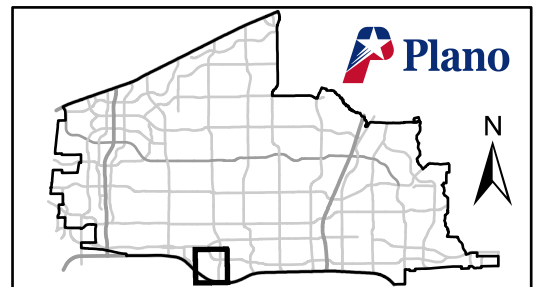
Zoning Case: 2024-019

Existing Zoning: Urban Mixed Use-2 and located within the 190 Tollway/Plano Parkway Overlay District

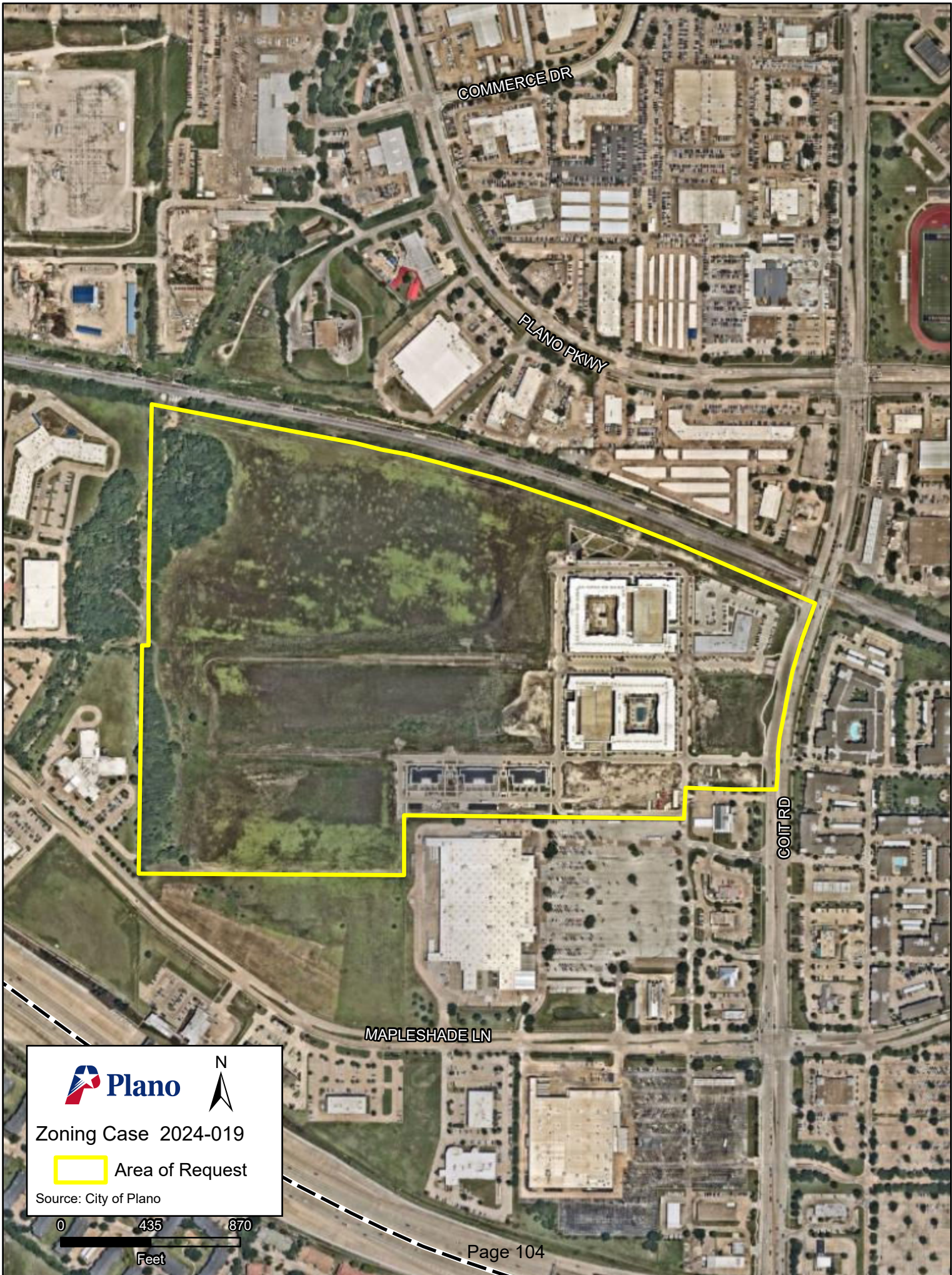
Proposed Zoning: Amend UMU-2

- - - 500' Notification Buffer
- Subject Property
- Zoning Boundary Change/SUP
- 200' Notification Buffer
- Streets
- Zoning Boundary
- Municipal Boundaries
- · · Specific Use Permit

Source: City of Plano









COMMERCE DR


PLANO PKWY

COIT RD

MAPLESHADE LN

 **Plano** 

Zoning Case 2024-019

 Area of Request

Source: City of Plano





## STAFF PRELIMINARY REPORT – INTRODUCTORY REMARKS

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The subject property is currently zoned Urban Mixed-Use-2 (UMU-2). Established in 2014, UMU-2 includes a [development plan and list of exceptions](#) to the base Urban Mixed Use (UMU) district standards that are specific to the Beacon Square development. This request is to modify the exceptions related to freestanding signage along Coit Road and update the phasing requirements of the associated development plan.

Zoning – The subject property is one of three UMU districts in the city. *Section 10.700.1* of the Zoning Ordinance states the purpose of the UMU districts as follows:

*The UMU district is intended to provide a planning, regulatory, and management framework for the design, development, and operation of urban mixed-use centers that promote social interaction, community identity, and efficient use of land and resources. The UMU district should also support and encourage a variety of transportation options, including transit, bicycles, and walking. The district is applicable primarily to large undeveloped properties where higher density residential and commercial uses are appropriate.*

UMU Development Plan – *Section 10.700.6* of the Zoning Ordinance requires UMU districts to be established with the concurrent adoption of a development plan. A revised development plan is included as part of this request.

UMU Exceptions – *Section 10.700.5* allows exceptions to the base UMU standards to execute the development plan:

*The regulations contained within this zoning district shall be supplemented with additional standards and conditions required to execute a specific development plan. The boundary of each UMU district shall be defined on the Zoning Map and identified with the letters UMU followed by a unique number referencing the supplementary regulations. In considering the establishment of a UMU district, the Planning & Zoning Commission and City Council may amend and supplement the base UMU regulations and related development regulations in the Zoning Ordinance and Subdivision Ordinance to implement individual development plans, with the exception of:*

- i. Requirement for an adopted development plan;*
- ii. Requirement for a governance association;*
- iii. Minimum residential densities for multifamily development;*
- iv. Requirement to maintain three or more uses; and*
- v. Requirement for nonresidential uses to be constructed within the first phase of development.*

## Proposed UMU-2 Exceptions

UMU-2 Exceptions are proposed to be amended as follows (additions are indicated by underline; deletions are indicated by strike-through):

“The permitted uses and standards shall be in accordance with the Urban Mixed-Use (UMU) zoning district standards unless otherwise specified herein.

The development plan shall be adopted as part of the ordinance.

### Exceptions of the UMU District

1. Blocks A and B:
  - a. Minimum Lot Coverage: 15%
  - b. Minimum FAR: 0.15:1
  - c. Maximum Setback from Coit Rd.: 160 feet
  - d. Minimum Height: One story; 24 feet
2. Blocks D, E, K, N, P, Q, and R may exceed maximum block size of 3 acres.
3. Structured parking and tuck-under garages shall be included in the calculation of lot coverage.
4. Reduce nonresidential parking ratio from 1:250 square feet to 1:190 square feet.
5. No main street is required; however, at least 80% of any exposed exterior wall of main buildings, parking structures, and accessory buildings which front along Beacon Square Boulevard, will consist of glass, native stone, clay-fired brick, or tile, or a combination of these materials in order to establish a consistent architectural design district and community identity. For office buildings, this requirement will apply to the first floor only.
6. Block J
  - a. Minimum FAR: 0.6:1
  - b. Minimum Lot Coverage: 30%
7. The street located south of Block S may utilize the alternative minor street standard as designed on the development plan.
8. Blocks M, N, P, and R
  - a. The single-tenant maximum first-floor square footage is 50,000 square feet.
  - b. The total combined first floor building square footage of any building must not exceed 60,000 square feet. A paseo, which is an outdoor public pedestrian pathway where no vehicular access is allowed except for emergency services, must be provided as a block break to divide

the first floor of the building. Each first floor footprint may have no more than 30,000 square feet. Paseos must have a minimum 25-foot width. Buildings may encroach no more than 10 feet within the 25-foot paseo if utilizing glass storefront, patios, or similar aesthetic designed to engage the pedestrian.

- c. Each upper floor must not exceed 50,000 square feet.
9. Signage located along exterior public rights-of-way must comply with Section 22.600 (190 Tollway/Plano Parkway and State Highway 121 Overlay Districts) of Article 22 (Signs) except: ~~that identification signs may have a maximum size of 150 square feet.~~
- a. Identification signs may have a maximum size of 150 square feet.
  - b. In the case of a monument sign, square footage shall be measured by the overall height and width of the sign, excluding the base.
  - c. One of the allowed freestanding signs along Coit Road may be designed in accordance with the identity sign exhibit in the adopted development plan.
10. All signage internal to the development along major and minor streets must comply with the signage standards of *Subsection 10.800.6* (Sign Regulations) of *Section 10.800* (Downtown Business/Government District) of *Article 10* (Nonresidential Districts) with the following exceptions:
- a. Signage may be illuminated.
  - b. Stainless steel, perforated metal, and acrylic panel are additional allowed sign finishes.
  - c. Monument signs are allowed for office uses within Blocks M, N, P, and R only. Monument signs may not exceed five feet in height or 75 square feet in area. A maximum of two monument signs are allowed per block. The use of office monument signs will reduce the allowable tenant wall signage to a maximum of two signs per building facade.”

## History

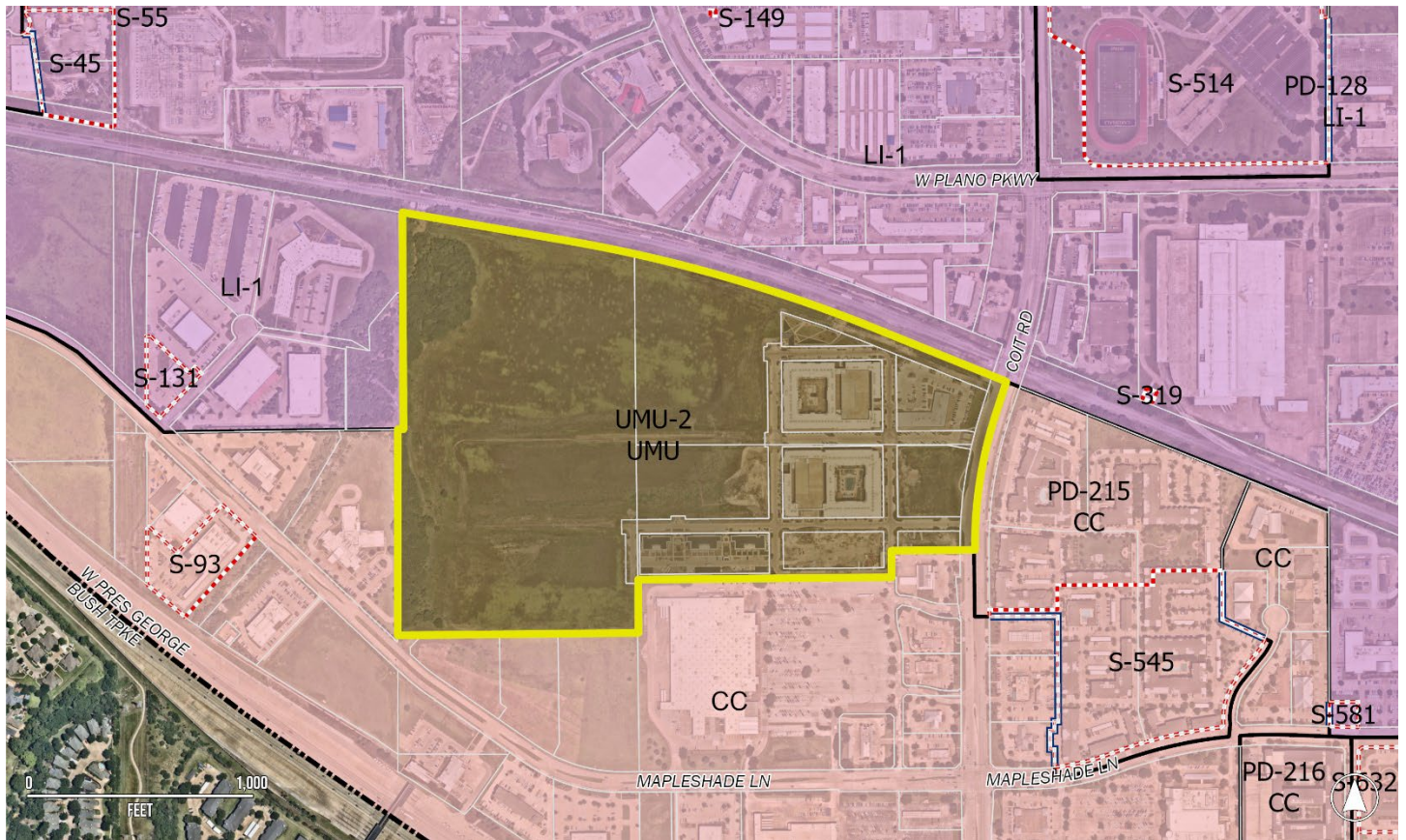
The UMU-2 district was established in 2014 to facilitate the Beacon Square development. Amendments in 2020 modified phasing and development standards by decreasing the total square footage of retail and residential uses, adding three additional live/work units, and amending signage regulations.

Phase 1 of the development, which includes a mix of retail, multifamily, open space, and office uses, is partially complete. More specifically:

- Blocks A, D, E, and J of the development plan have been constructed.
- Block S is currently under construction.
- Blocks N, T, and I (Lots 3 and 4) have not started construction.

## Surrounding Land Use and Zoning

North	A railroad runs parallel to the property's northern boundary. Properties to the north across the railroad are zoned Light Industrial-1 (LI-1) and are developed with vehicle repair, mini-warehouse/public storage, service contractor, indoor commercial amusement, government facility, and an electrical substation.
East	The properties to the east across Coit Road are zoned Planned Development-125-Corridor Commercial (PD-125-CC) and are developed with multifamily residences.
South	The properties are zoned Corridor Commercial (CC) and are partially developed with superstore, bank, retail, and restaurant uses.
West	The properties are zoned LI-1 and CC and includes existing private school, professional/general administrative office, medical office, indoor commercial amusement, restaurant, and mini-warehouse/public storage uses.





## 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 Planning & Zoning 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 staff recommendations for 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.*

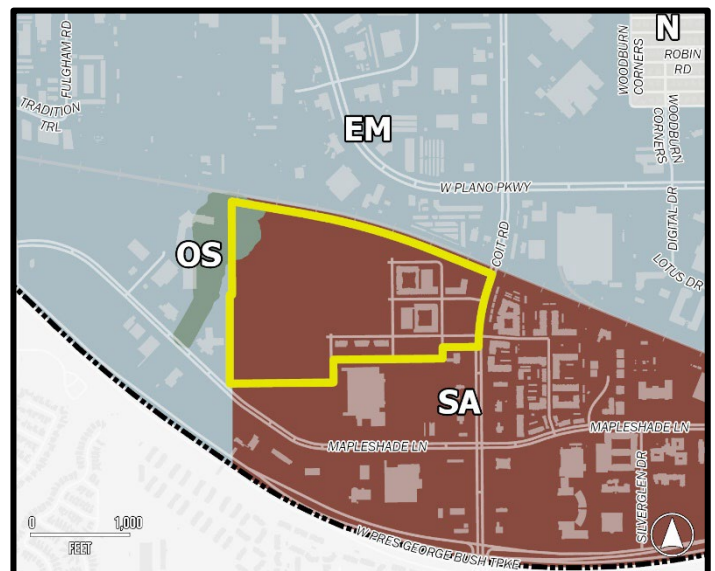
**Redevelopment & Growth Management:** *Plano will protect and preserve the well-established built environment of Plano and prevent overcrowding by requiring new growth and redevelopment to respect the unique development patterns, suburban character, housing needs, infrastructure capacity considerations,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

### Future Land Use Map Category & Dashboard

**Future Land Use** – The majority of the subject property is located within the [Suburban Activity Centers \(SA\)](#) category, with a small portion in the northwest corner located in the [Open Space Network \(OS\)](#) category of the Future Land Use Map (FLUM).

**Description:** *The SA category applies to areas with large commercial and mixed-use developments that serve the specialty shopping, dining, service, and entertainment needs at the intersections of high traffic corridors. These areas are typically 50-100 acres in size and anchored by major retailers, superstores, large grocers, or theaters. Hotels, office, and institutional uses are supportive uses in these centers. When provided, residential uses should be incorporated within cohesively planned, mixed-use developments of moderate density and intensity.*

The proposed request is consistent with the Comprehensive Plan SA Description because it is intended to support the previously approved mixed-use development through modifications to the phasing standards and signage requirements. The amendments will be incorporated into the cohesively planned mixed-use development to allow for the construction of additional nonresidential development.



The following priorities are applicable to this request:

**Priority #1:** *Creating destination shopping and entertainment centers.*

The request is consistent with Priority #1 as it will allow for the creation of additional destination shopping square footage within the current phase of development. The proposed signage changes will also contribute to the identification of the property as a destination shopping center.

**Priority #2:** *Activated open space, quality building materials, and walkable streetscapes internal to the development.*

The amendments will not alter the previously approved open space, building materials, or streetscape standards.

**Priority #3:** *Thoughtfully and cohesively planned mix of uses.*

The request will not alter the previously approved planned mix of uses.

FLUM – SA Description and Priorities		
Description		Meets
Priorities	#1: <i>Creating destination shopping and entertainment centers.</i>	Meets
	#2: <i>Activated open space, quality building materials, and walkable streetscapes internal to the development.</i>	N/A
	#3: <i>Thoughtfully and cohesively planned mix of uses.</i>	N/A

**Description:** *The Open Space Network future land use category includes major public open space preserves, community parks, neighborhood parks, linear parks, and trails. These areas are intended to retain their character to provide regional recreation and leisure opportunities.*

The proposed request is consistent with the Comprehensive Plan OS Description because it is intended to support the previously approved mixed-use development through modifications to the phasing standards and signage requirements. The amendments will be incorporated into the cohesively planned mixed-use development and will maintain the formerly approved designated open space in this area.

The following priorities are applicable to this request:

**Priority #1:** *Maintain and upgrade parks and open spaces as needed to serve the health and recreational needs of the diverse community.*

The request will not alter the previously approved designated open space areas, and therefore, the proposed request meets Priority #1 described herein.

**Priority #2:** *Improve access to these areas through transit and micromobility options.*

There are no additional transit or micromobility options that would apply to this request.

FLUM – OS Description and Priorities		
Description		Meets
Priorities	#1: <i>Maintain and upgrade parks and open spaces as needed to serve the health and recreational needs of the diverse community.</i>	Meets
	#2: <i>Improve access to these areas through transit and micromobility options.</i>	N/A

Mix of Uses – The request will not alter the previously approved planned mix of uses.

Desirable Character Defining Elements in SA Designation – The request will not alter the established character defining elements.

### Other Comprehensive Plan Maps

The request is in conformance with and would not require improvements applicable to the Thoroughfare Plan Map, Bicycle Transportation Plan Map, Parks Master Plan Map, and the Expressway Corridor Environmental Health Map.

### Additional Comprehensive Plan Policies

#### Redevelopment & Growth Management Policy 5 (RGM5):

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

- A. *No more than 50% square footage for residential uses. Requests should also conform with other identifying elements (density, building height, etc.) in the applicable Dashboard descriptions. Requests that do not conform with these requirements must be justified by findings; and*
- 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).*

The applicant’s request does not impact RGM5(A) as it does not modify the percentages of nonresidential and residential square footage.

The request is consistent with RGM5(B) because the amendment is intended to allow the development of additional nonresidential uses prior to the development of more residential uses.

#### Facilities & Infrastructure Policy

**Water & Sewer** – Water and sanitary sewer service is existing for the site. No additional water or sewer demand is anticipated as a result of this request.

**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.

The request is consistent with the Facilities and Infrastructure Policy because water and sewer service already exist for the site, a TIA is not required, and Public Safety Response Times will not be impacted further.

[Findings Policy](#) – Findings are not required to approve this request.

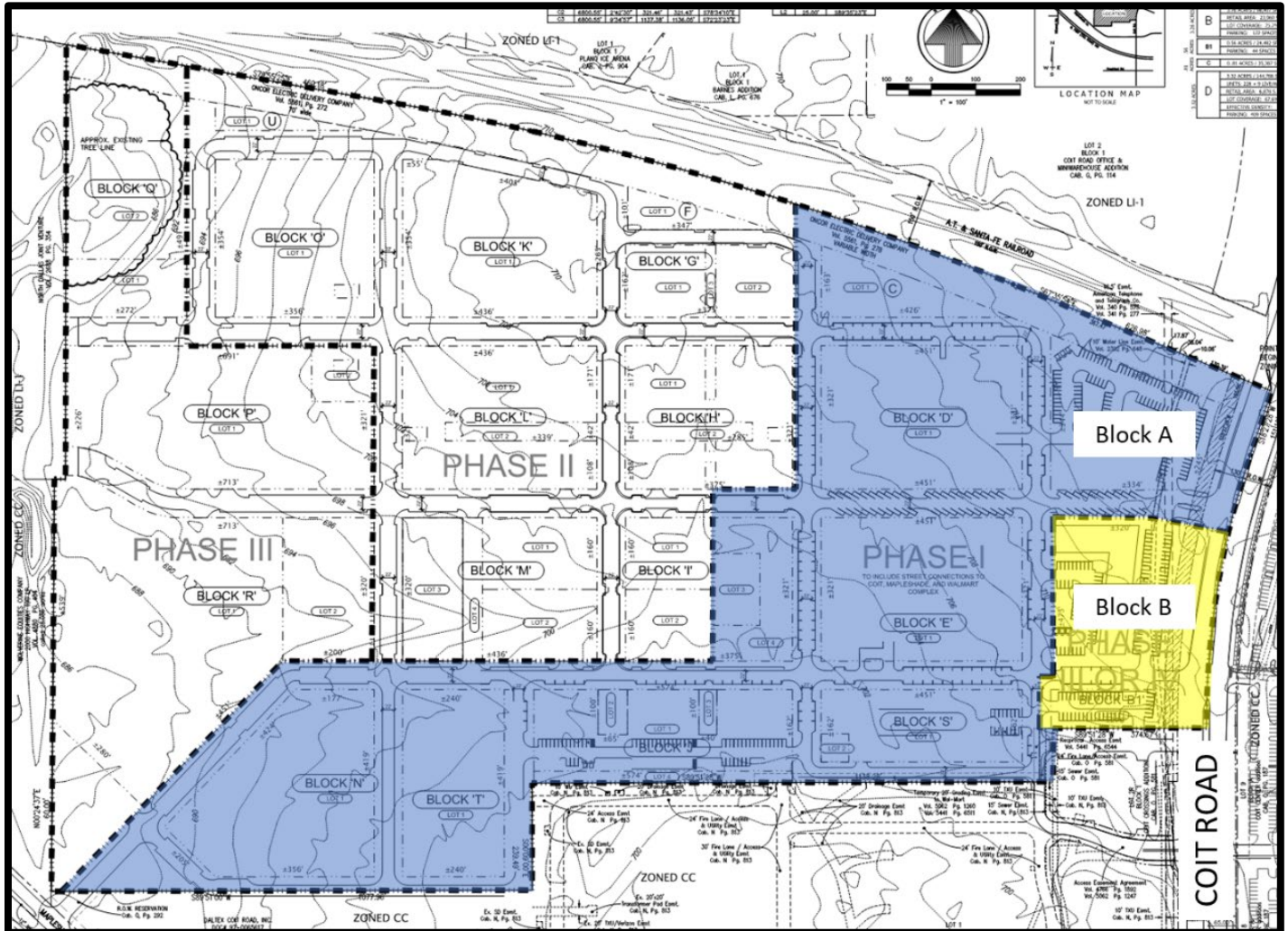
**Conformance to the Comprehensive Plan Summary**

<b>Policy or Study</b>	<b>Analysis</b>
Future Land Use Map and Dashboards	
<i>Description &amp; Priorities</i>	<b>Meets</b>
<i>Mix of Uses</i>	N/A
<i>Character Defining Elements</i>	N/A
Thoroughfare Plan Map	N/A
Bicycle Transportation Plan Map	
Parks Master Plan Map	
Expressway Corridor Environmental Health Map	
Redevelopment & Growth Management Policy 5 (RGM5)	<b>Meets</b>
Facilities & Infrastructure Policy	<b>Meets</b>



# STAFF PRELIMINARY REPORT – ANALYSIS & RECOMMENDATION

**Phasing** – The adopted UMU-2 development plan includes an exhibit showing how various blocks will be developed over three or four phases. Phase 1 (shown in blue in the image below) includes a single block of retail along Coit Road (Block A), in addition to multifamily, office, and open space on the other blocks. An additional block of retail and parking along Coit Road (Blocks B and B1) is currently shown for development as part of Phase 3 or 4 (shown in yellow in the image below). Due to the success in leasing retail in Block A, the applicant is requesting to amend the phasing exhibit to construct the retail in Blocks B and B1 as part of Phase 1.



Section 10.700.9C of the Zoning Ordinance requires that no less than 20,000 square feet of non-residential space be constructed as part of the first phase of any UMU development. Approval of the request would increase the amount of non-residential square footage in Phase 1 from 238,640 to 262,600. Therefore, the increase in non-residential square footage as part of Phase 1 is supported by the UMU district requirements.

**Signage** – In 2020, UMU-2 was amended to allow the blocks with frontage along Coit Road to follow the city’s standard signage requirements for all overlay districts. This allows the installation of three

freestanding signs along the district's Coit Road frontage. As part of this request, the applicant is requesting to allow one of these three signs to be constructed in a cube shape, as shown in the images below, for the purposes of branding the Beacon Square development.



This type of cube-shaped signage is not permitted by the city's standard signage regulations. A "V-shape" sign could be constructed in this location but would be limited to two panels per the definition of V-shape sign in the Zoning Ordinance:

***Sign – V-Shape:*** Any freestanding sign constructed of 2 panels in the form of a V, when seen from above, with a maximum angle between the panels of 45 degrees.

To accommodate this request, a signage exhibit will be attached to the development plan that includes dimensional restrictions for the proposed sign. The copy area will be limited to the square footage shown in the exhibit. No increase in copy area is proposed above that already permitted.

The applicant is also requesting to allow sign bases to be excluded from the copy area calculations for signage along Coit Road. This is due to the significant change in grade from the curb along Coit Road to the row of parking in front of the retail buildings and how this relates to the city's practice of measuring sign size.

The proposed signage amendments would allow the district to create unique branding, further the goals of the UMU district to create a community identity. As it allows no increase in the size or total number of signs already permitted in this location, staff is supportive of the request.

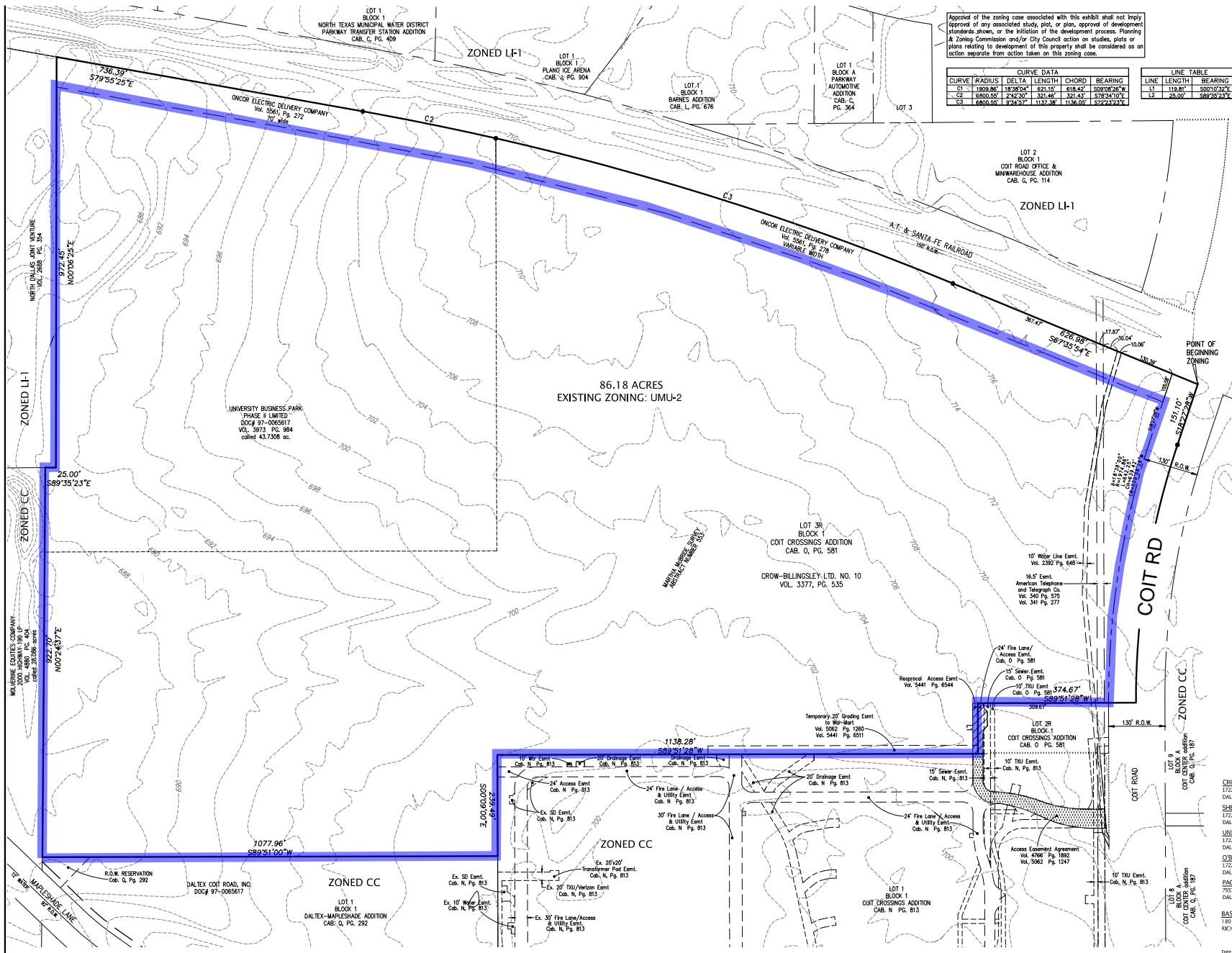
## **SUMMARY:**

The purpose of this request is to amend Urban Mixed-Use-2 (UMU-2) to modify phasing and signage standards. Additional retail square footage in the first phase is consistent with the UMU district standards and recommendations of the comprehensive plan. The modifications to the signage standards would allow the installation of a unique district branding design without allowing an increase in the size or number of signs along Coit Road.

**RECOMMENDATION:**

Recommended for approval.



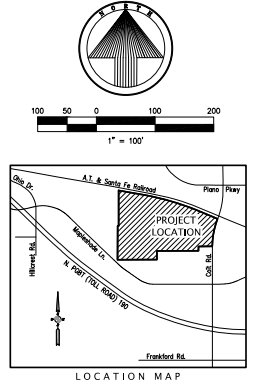


Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plan, or plan, approval of development (if/when shown, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plans or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

CURVE DATA				LINE TABLE	
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	1909.86	183°04'	821.15	618.42	S29°02'26"W
C2	8900.50	242°30'	321.46	321.43	S78°24'10"E
C3	6800.00	87°43'	1137.38	1136.06	S72°23'23"E

LINE	LENGTH	BEARING
L1	119.81	S00°10'32"E
L2	25.00	S89°36'23"E



**ZONING EXHIBIT**

A tract or parcel of land situated in the Martha McBride Survey, Abstract No. 553 in the City of Plano, Collin County, Texas, being all of Lot 3R, Block 1 of the "COIT CROSSINGS ADDITION", as shown on the plat recorded in Volume 3888 Page 581 in the Collin County Plat Records (CCPR), and also including part of the called 43730' access road described in the deed to University Business Park Phase I Limited recorded as Document No. 97-0065817 in Volume 3973 Page 984 in the Collin County Deed Records (CCDR), and being more particularly described as follows:

**BEGINNING** at the intersection of the centerline of Coit Road (130' wide right-of-way) and the south line of the A.T. & Santa Fe Railroad (150' wide right-of-way);

**THENCE** southerly along the centerline of Coit Road the following:

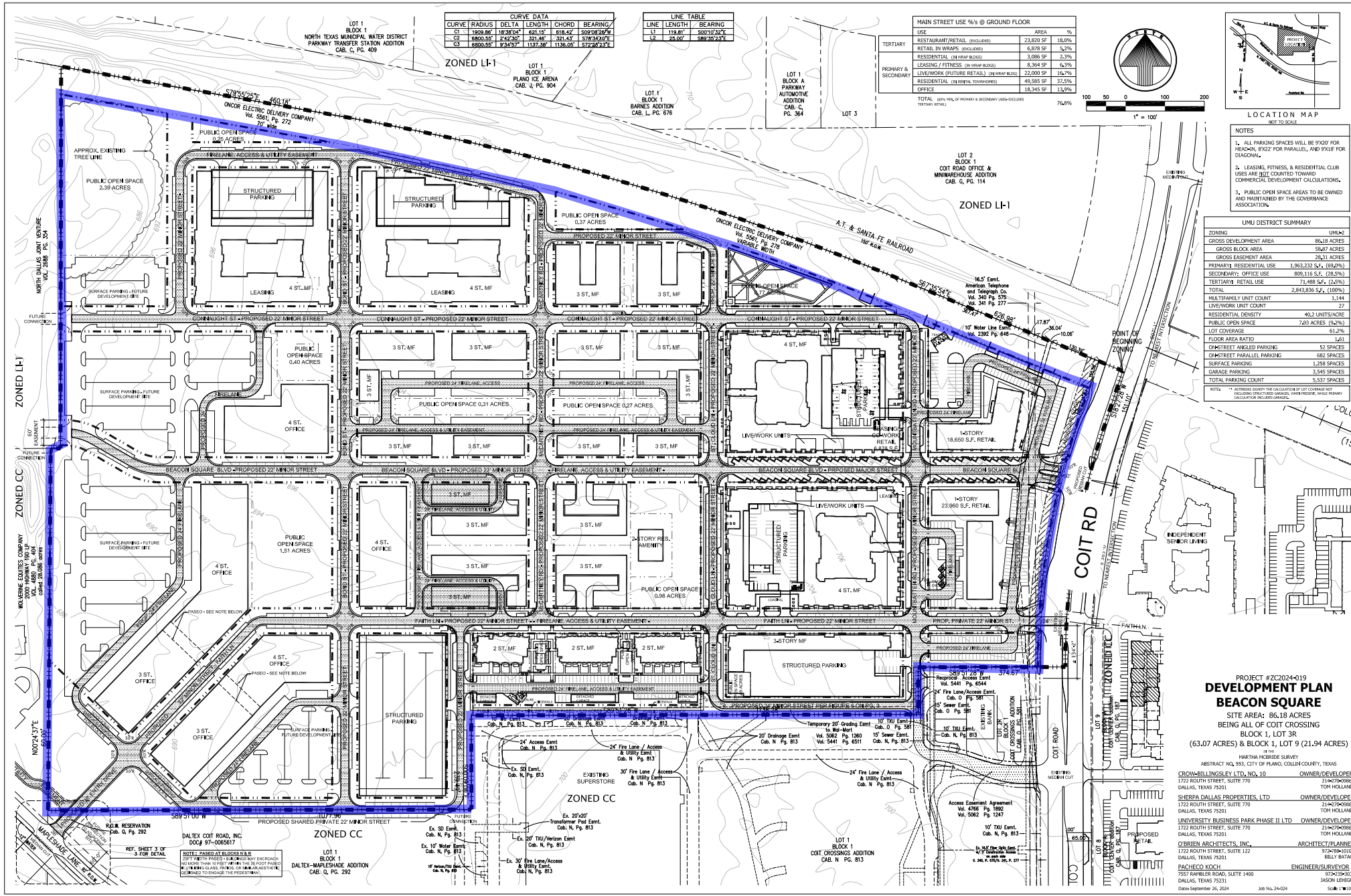
- THENCE South 182°73'28" West, 150.00 feet;
- THENCE southerly on arc distance of 62113 feet along a tangent curve to the left with a radius of 1909.86 feet, a central angle of 183°04', and the chord bears South 09°02'26" West 618.42 feet;
- THENCE South 89°36'23" East, 25.00 feet departing the centerline of Coit Road and continuing along the north side of said "Coit Crossings Addition";
- THENCE South 00°10'32" East, 119.81 feet along the west side of said Lot 2R;
- THENCE South 89°36'23" West, 1136.28 feet along the south side of said Lot 3R and the north side of Lot 1, Block 1 of "Coit Crossings Addition", as addition to the City of Plano recorded in Collin County Plat Records (CCPR);
- THENCE South 00°10'32" East, 239.49 feet along the west side of said Lot 1 to the northeast corner of Lot 1, Block 1 of "Coit Crossings Addition", an addition to the City of Plano recorded in Collin County Plat Records (CCPR);
- THENCE South 89°36'23" West, 1077.96 feet along the north side of said Lot 1;
- THENCE North 02°24'37" East, 922.70 feet along the west side of said University Business Park Phase I Limited tract and along the east side of the called 43730' access road described in the deed to University Business Park Phase I Limited recorded as Document No. 97-0065817 in Volume 3973 Page 984 in the Collin County Deed Records (CCDR), and being more particularly described as follows:
- THENCE South 89°36'23" East, 25.00 feet;
- THENCE North 02°24'37" East, 922.45 feet along the east side of the tract of land described in the deed to Santa Fe Area Access recorded in Volume 3888 Page 581 in the Collin County Deed Records (CCDR), a central angle of 183°04', and the chord bears South 78°34'10" East 321.43 feet;
- THENCE easterly along the south line of said A.T. & Santa Fe Railroad the following:
- THENCE South 79°52'25" East, 736.39 feet;
- THENCE easterly on arc distance of 321.46 feet along a tangent curve to the right with a radius of 6800.00 feet, a central angle of 87°43', and the chord bears South 78°34'10" East 321.43 feet;
- THENCE easterly on arc distance of 1137.38 feet along a non-tangent curve to the right with a radius of 6800.00 feet, a central angle of 87°43', and the chord bears South 72°23'23" East 1136.06 feet;
- THENCE South 89°36'23" East, 626.86 feet to the POINT OF BEGINNING and CONTAINING 86.18 acres of land, more or less.

This document was prepared under the provisions of the Public Information Act, Chapter 552, Texas Government Code, and it is to be understood that the results of any survey or other work shown on this map are the responsibility of the person or persons who conducted the same, and the City of Plano is not responsible for the accuracy or non-accuracy of the same.

**PROJECT #**  
**ZONING EXHIBIT**  
**BEACON SQUARE**  
 86.18 ACRES  
 IN THE  
 MARTHA MCBRIDE SURVEY, ABSTRACT NO. 553  
 COLLIN COUNTY, TEXAS

CROW-BILLINGSLEY LTD. NO. 10 1722 SOUTH STREET, SUITE 770 DALLAS, TEXAS 75201	OWNER/DEVELOPER TOM HOLLAND
SHERPA DALLAS PROPERTIES, LTD 1722 SOUTH STREET, SUITE 770 DALLAS, TEXAS 75201	OWNER/DEVELOPER TOM HOLLAND
UNIVERSITY BUSINESS PARK PHASE I LTD 1722 SOUTH STREET, SUITE 770 DALLAS, TEXAS 75201	OWNER/DEVELOPER TOM HOLLAND
O'BRIEN ARCHITECTS, INC. 1722 SOUTH STREET, SUITE 122 DALLAS, TEXAS 75201	ARCHITECT/PLANNER BILLY BARTAC
PACHECO KOCH 7537 RAMBLER ROAD, SUITE 1400 DALLAS, TEXAS 75231	ENGINEER/SURVEYOR JASON LEHMAN
BASILINE PROFESSIONAL SURVEYORS 1801 CATERBURY BLVD., SUITE 103 RICHARDSON, TEXAS 75080	SURVEYOR 972-535-6325





**CURVE DATA**

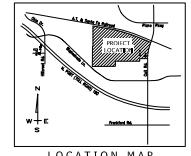
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	1500.00'	18.38°	62.15'	578.42'	S89°08'29"W
C2	1800.00'	24.92°	93.46'	331.43'	S72°34'02"E
C3	1800.00'	24.92°	93.46'	331.43'	S72°34'02"E

**LINE TABLE**

LINE	LENGTH	BEARING
L1	118.01'	S00°10'29"E
L2	24.00'	S89°25'42"E

**MAIN STREET USE %'S @ GROUND FLOOR**

USE	AREA	%
RESTAURANT/RETAIL (INCLUDED)	23,820 SF	18.0%
RETAIL IN WRAPS (EXCLUDED)	6,878 SF	5.2%
RESIDENTIAL (IN WRAP BLDGS)	3,086 SF	2.3%
LEASING / FITNESS (IN WRAP BLDGS)	8,304 SF	6.3%
LIVELIWORK (OUTSIDE RETAIL) (IN WRAP BLDGS)	22,000 SF	15.7%
RESIDENTIAL (INDEPENDENT HOMES)	49,585 SF	37.5%
OFFICE	18,345 SF	13.9%
<b>TOTAL (100% OF PRIMARY &amp; SECONDARY USES EXCLUDES TERTIARY USES)</b>		<b>76.6%</b>



- NOTES**
1. ALL PARKING SPACES WILL BE 9'00" FOR HEIGHT, 9'02" FOR PARALLEL, AND 9'01" FOR DIAGONAL.
  2. LEASING, FITNESS, & RESIDENTIAL CLUB USES ARE NOT COUNTED TOWARD COMMERCIAL DEVELOPMENT CALCULATIONS.
  3. PUBLIC OPEN SPACE AREAS TO BE OWNED AND MAINTAINED BY THE GOVERNANCE ASSOCIATION.

**UMU DISTRICT SUMMARY**

ZONING	UNLAD
GROSS DEVELOPMENT AREA	86.18 ACRES
GROSS BLOCK AREA	58.87 ACRES
GROSS EASEMENT AREA	2.73 ACRES
PRIMARY RESIDENTIAL USE	1,963,232 S.F. (22.8%)
SECONDARY OFFICE USE	809,116 S.F. (28.5%)
TERTIARY RETAIL USE	71,488 S.F. (2.0%)
<b>TOTAL</b>	<b>2,843,836 S.F. (100%)</b>
MULTIFAMILY UNIT COUNT	1,144
LIVELIWORK UNIT COUNT	27
RESIDENTIAL DENSITY	40.2 UNITS/ACRE
PUBLIC OPEN SPACE	7.83 ACRES (9.1%)
LOT COVERAGE	61.2%
FLOOR AREA RATIO	1.41
COM/STREET ANGLED PARKING	52 SPACES
COM/STREET PARALLEL PARKING	682 SPACES
SURFACE PARKING	1,258 SPACES
GARAGE PARKING	3,545 SPACES
<b>TOTAL PARKING COUNT</b>	<b>5,537 SPACES</b>

NOTE: \* REFERS TO THE CALCULATION OF GROUND FLOOR USES EXCLUDING TERTIARY USES. THESE ARE PRIMARY CALCULATION USES ONLY.

**PROJECT #ZC2024-019**  
**DEVELOPMENT PLAN**  
**BEACON SQUARE**  
SITE AREA: 86.18 ACRES  
BEING ALL OF COIT CROSSING  
BLOCK 1, LOT 3R  
(63.07 ACRES) & BLOCK 1, LOT 9 (21.94 ACRES)

MARTHA HOBBS SURVEY  
ABSTRACT NO. 353, CITY OF PLANO, COLLIN COUNTY, TEXAS

**CROW-BILLINGSLEY LTD., NO. 10** OWNER/DEVELOPER  
1722 SOUTH STREET, SUITE 770  
DALLAS, TEXAS 75201

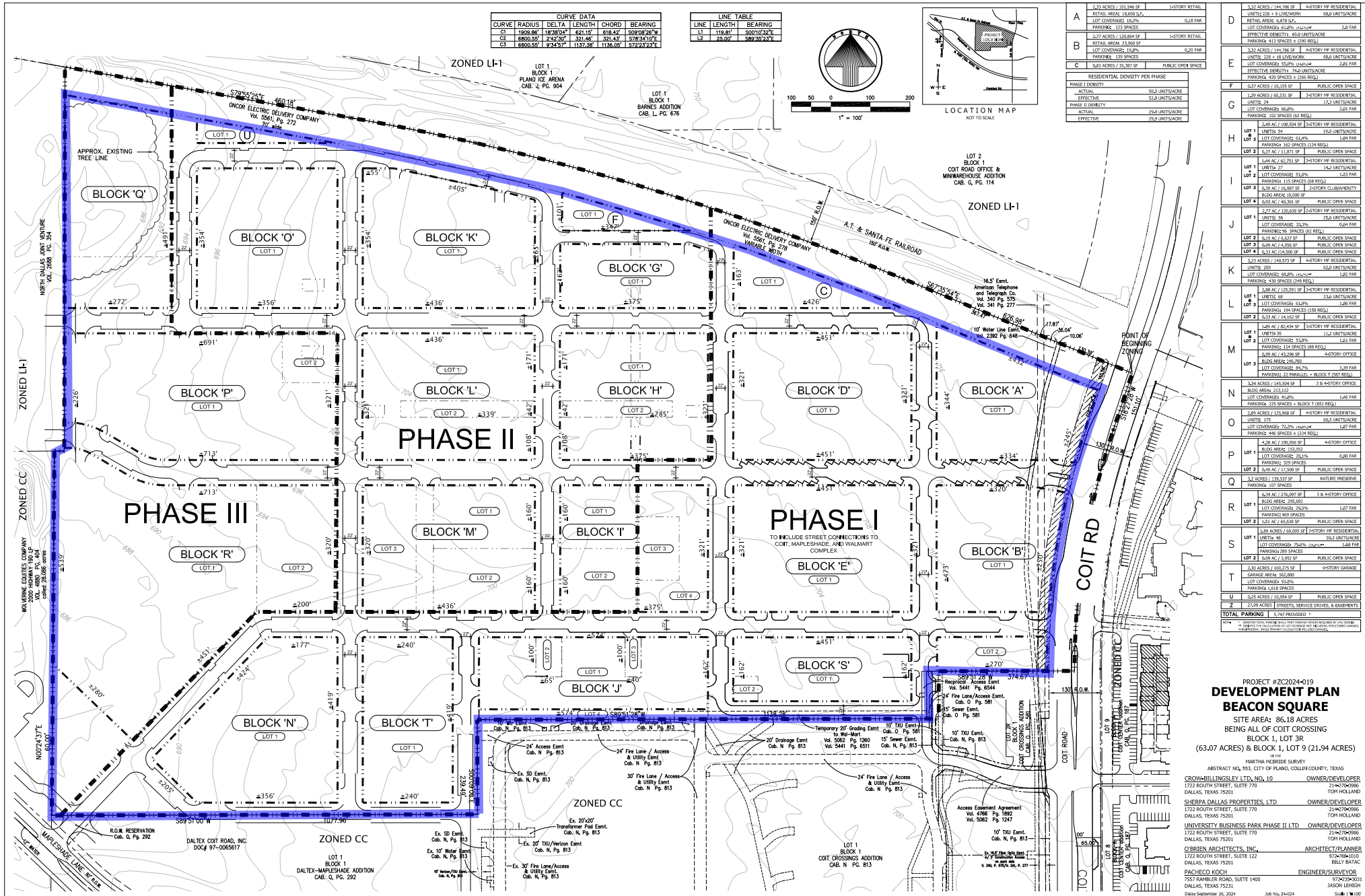
**SHERPA DALLAS PROPERTIES, LTD.** OWNER/DEVELOPER  
1722 SOUTH STREET, SUITE 770  
DALLAS, TEXAS 75201

**UNIVERSITY BUSINESS PARK PHASE II LTD.** OWNER/DEVELOPER  
1722 SOUTH STREET, SUITE 770  
DALLAS, TEXAS 75201

**O'BRIEN ARCHITECTS, INC.** ARCHITECT/PANNER  
1722 SOUTH STREET, SUITE 122  
DALLAS, TEXAS 75201

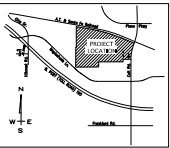
**PACHCO KOOCH** ENGINEER/SURVEYOR  
2555 RAINBOW ROAD, SUITE 1400  
DALLAS, TEXAS 75221

Date: September 26, 2024  
Job No.: 24-024  
Sheet 1 of 2



CURVE DATA					
CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	1800.00'	163.80°	62.12'	318.42'	S79°54'24"W
C2	6800.00'	2°42'30"	331.46'	331.43'	S79°54'24"W
C3	6800.00'	2°34'57"	1137.38'	1136.05'	S72°22'21"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	119.87'	S00°10'34"E
L2	24.00'	S89°30'24"E



PHASE	ACTUAL	EFFECTIVE
A	1.00 UNITS/ACRE	1.00 UNITS/ACRE
B	1.00 UNITS/ACRE	1.00 UNITS/ACRE
C	0.25 UNITS/ACRE	0.25 UNITS/ACRE

PHASE	ACTUAL	EFFECTIVE
D	1.00 UNITS/ACRE	1.00 UNITS/ACRE
E	1.00 UNITS/ACRE	1.00 UNITS/ACRE
F	1.00 UNITS/ACRE	1.00 UNITS/ACRE
G	1.00 UNITS/ACRE	1.00 UNITS/ACRE
H	1.00 UNITS/ACRE	1.00 UNITS/ACRE
I	1.00 UNITS/ACRE	1.00 UNITS/ACRE
J	1.00 UNITS/ACRE	1.00 UNITS/ACRE
K	1.00 UNITS/ACRE	1.00 UNITS/ACRE
L	1.00 UNITS/ACRE	1.00 UNITS/ACRE
M	1.00 UNITS/ACRE	1.00 UNITS/ACRE
N	1.00 UNITS/ACRE	1.00 UNITS/ACRE
O	1.00 UNITS/ACRE	1.00 UNITS/ACRE
P	1.00 UNITS/ACRE	1.00 UNITS/ACRE
Q	1.00 UNITS/ACRE	1.00 UNITS/ACRE
R	1.00 UNITS/ACRE	1.00 UNITS/ACRE
S	1.00 UNITS/ACRE	1.00 UNITS/ACRE
T	1.00 UNITS/ACRE	1.00 UNITS/ACRE
U	1.00 UNITS/ACRE	1.00 UNITS/ACRE
Z	1.00 UNITS/ACRE	1.00 UNITS/ACRE

PROJECT #ZC2024-019  
**DEVELOPMENT PLAN**  
**BEACON SQUARE**  
 SITE AREA: 86.18 ACRES  
 BEING ALL OF COIT CROSSING  
 BLOCK 1, LOT 3R  
 (63.07 ACRES) & BLOCK 1, LOT 9 (21.94 ACRES)

MARTHA HOBBS SURVEY  
 ABSTRACT NO. 593, CITY OF PLANO, COLLIN COUNTY, TEXAS

CROW-BILLINGSLEY LTD., NO. 10 OWNER/DEVELOPER  
 1722 ROUTH STREET, SUITE 770 2147070096  
 DALLAS, TEXAS 75201 TOM HOLLAND

SHERPA DALLAS PROPERTIES, LTD. OWNER/DEVELOPER  
 1722 ROUTH STREET, SUITE 770 2147070096  
 DALLAS, TEXAS 75201 TOM HOLLAND

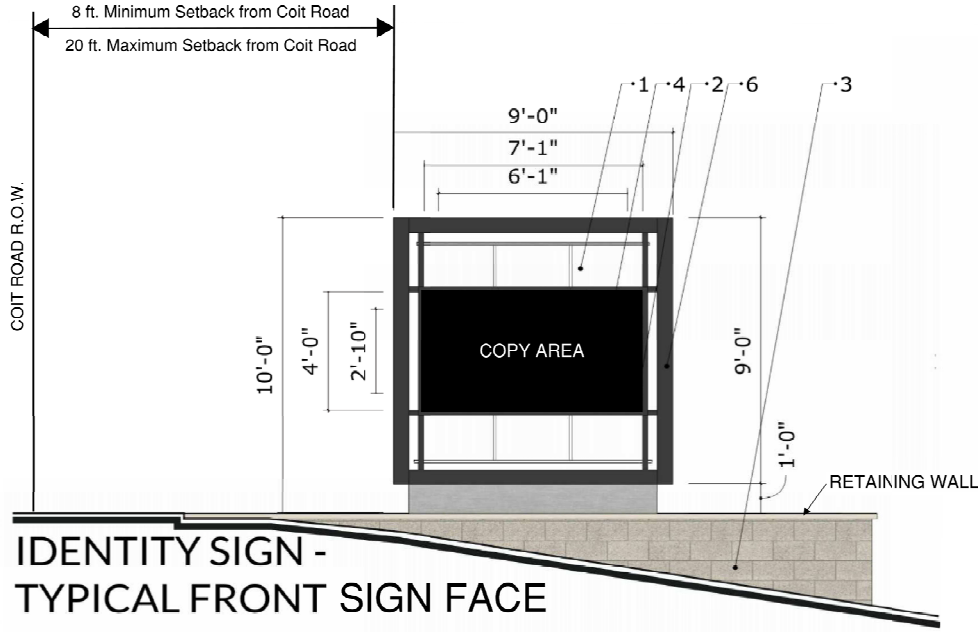
UNIVERSITY BUSINESS PARK PHASE II LTD. OWNER/DEVELOPER  
 1722 ROUTH STREET, SUITE 770 2147070096  
 DALLAS, TEXAS 75201 TOM HOLLAND

O'BRIEN ARCHITECTS, INC. ARCHITECT/PANNER  
 1722 ROUTH STREET, SUITE 122 917610040  
 DALLAS, TEXAS 75201 BILLY BATAIC

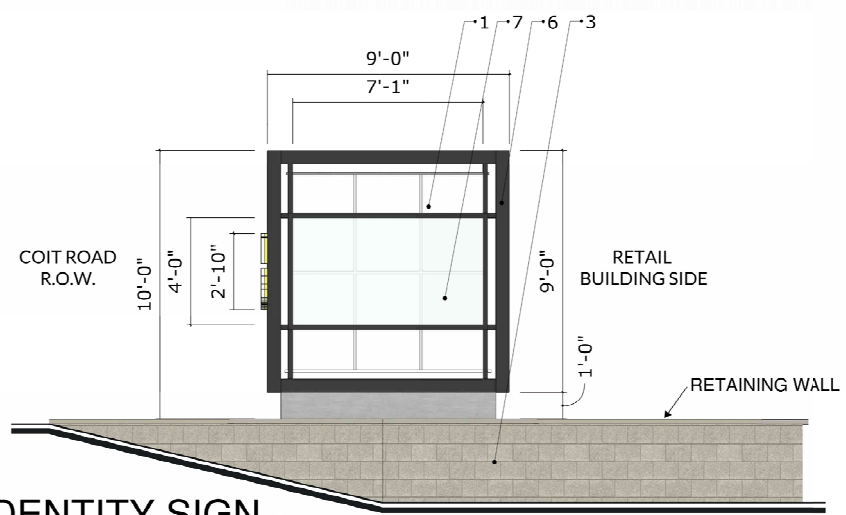
PACHECO KOCH ENGINEER/SURVEYOR  
 2505 RAINBOW ROAD, SUITE 1400 9707920033  
 DALLAS, TEXAS 75221 JASON LEHIGH

Date: September 26, 2024 388 No. 24-024 5/8" = 1' = 0'





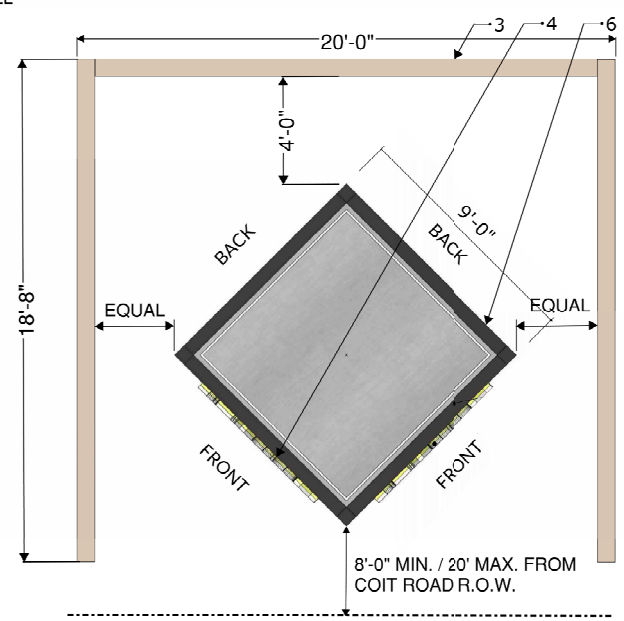
IDENTITY SIGN -  
TYPICAL FRONT SIGN FACE



IDENTITY SIGN -  
TYPICAL BACK SIGN FACE



ILLUSTRATIVE EXAMPLE



IDENTITY SIGN - PLAN VIEW

PROJECT #22024-019  
DEVELOPMENT PLAN  
BEACON SQUARE  
SITE AREA: 86.18 ACRES  
BEING ALL OF COIT CROSSING  
BLOCK 1, LOT 25  
(63.07 ACRES) & BLOCK 1, LOT 9 (21.94 ACRES)

INVESTOR: HENRY HENNING SURVEY  
ABSTRACT NO. 883, CITY OF PALM BEACH COUNTY, FLORIDA

OWNER/DEVELOPER: OSMON ARCHITECTS, LTD., NO. 20  
1102 SOUTH STREET, SUITE 100  
DALLAS, TEXAS 75201

OWNER/DEVELOPER: SHEPHERD DALLAS PROPERTIES, LTD.  
2122 COLLIER AVENUE, SUITE 170  
DALLAS, TEXAS 75201

OWNER/DEVELOPER: UNIVERSITY BUSINESS PARK PHASE II LTD.  
100 SOUTH STREET, SUITE 200  
DALLAS, TEXAS 75201

OWNER/DEVELOPER: OSMON ARCHITECTS, INC.  
100 SOUTH STREET, SUITE 200  
DALLAS, TEXAS 75201

ARCHITECT/PLANNER: OSMON ARCHITECTS, INC.  
100 SOUTH STREET, SUITE 200  
DALLAS, TEXAS 75201

ENGINEER/SURVEYOR: HENRY HENNING SURVEY  
1102 SOUTH STREET, SUITE 100  
DALLAS, TEXAS 75201

DATE: September 26, 2024

SCALE: 1"=20'



# CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024  
**DEPARTMENT:** Gov Relations  
**DIRECTOR:** Andrew Fortune, Director of Policy & Government Relations  
**AGENDA ITEM:** 2025 Legislative Program for the City of Plano  
**RECOMMENDED ACTION:** Items for Individual Consideration

## ITEM SUMMARY

Consideration of a Resolution to adopt the 2025 Legislative Program for the City of Plano, Texas; directing the City Manager or his designee to act with regard to the City's 2025 Legislative Program; and providing an effective date. **Adopted as amended Resolution No. 2024-10-15(R)**

## PREVIOUS ACTION/PRESENTATION

The 2025 Legislative Program was discussed to consider proposed priorities at the October 14, 2024 City Council Meeting during the Preliminary Open Meeting.

## BACKGROUND

To ensure that the City of Plano's needs are met during the 89th Legislative Session, a Legislative Program is created. The Legislative Program for 2025 will act as a guide during the Legislative Session, showing what priorities and positions the City will support or oppose. The purpose of the City's legislative efforts is to protect the City's interests by advocating for what is in the best interest of the Plano community. The items included in the 2025 Legislative Program will be communicated to members of Congress, the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members and others designated by the City Manager.

## FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Approval of the Resolution adopting the 2025 Legislative Program relates to the City's Strategic Plan Critical Success Factors of Residential and Commercial Economic Vitality and Excellent, Innovative and Accountable Government.

## **ATTACHMENTS:**

Description	Upload Date	Type
Resolution	10/22/2024	Resolution
Exhibit A	10/22/2024	Exhibit

**A Resolution of the City of Plano, Texas, adopting the 2025 Legislative Program for the City of Plano, Texas; directing the City Manager or his designee to act with regard to the City's 2025 Legislative Program; and providing an effective date.**

**WHEREAS**, legislative activities are ongoing in Congress and the State Legislature; and

**WHEREAS**, it is anticipated that many legislative issues affecting local government will be considered; and

**WHEREAS**, city staff prepared the recommended 2025 Legislative Program attached hereto as Exhibit "A" and the 2025 Legislative Program has been reviewed by the City Council of the City of Plano; and

**WHEREAS**, the City Council is of the opinion that such 2025 Legislative Program is in the best interest of the City and the Plano community (i.e. residents and businesses), should be adopted, and should be forwarded for consideration by the Legislature; and

**WHEREAS**, the City Council is of the further opinion that the City Manager or his designee should be directed to take action with regard to the 2025 Legislative Program as outlined below.

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

**Section I.** The 2025 Legislative Program that is attached hereto as "Exhibit A" is hereby adopted and approved as the 2025 Legislative Program for the City of Plano.

**Section II.** The City Manager or his designee is directed to communicate the items included in the 2025 Legislative Program to members of Congress, the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members and others designated by the City Manager.

**Section III.** For those items designated as "support" by the Legislative Committee, the City Manager or his designee is directed to actively pursue passage of the appropriate legislation if it is introduced by some other entity. The City Manager's efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

**Section IV.** For those items designated as "oppose" by the Legislative Committee, the City Manager or his designee is directed to attempt to impede the passage of any such legislation.

**Section V.** It is recognized this policy will often be implemented in the context of great numbers of legislative proposals being considered within short time periods. City representatives, under the direction of the City Manager, shall be authorized to act on behalf of the City consistent with the necessary broad policy concerns set forth in this program.

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

**PASSED AND APPROVED** on the 28<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
John B. Muns, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT A

The 2025 Legislative Program is a guide for City of Plano ("City") positions and priorities.

The purpose of the City's legislative efforts is to protect the City's interests by advocating for what is in the best interest of the Plano community (i.e. citizens and businesses). Many significant decisions affecting Texas cities are made by the Texas Legislature therefore, the City of Plano should have a voice in Austin.

As the level of government closest to our citizens, the City bears the primary responsibility for ensuring health and safety, for providing daily services, and for the provision of capital infrastructure.

The City seeks to preserve home rule authority for Plano citizens. The City may oppose bills that will provide for state preemption of municipal authority in general or specifically erode Plano's authority to govern locally. The Legislative Committee will review bills that impact the City of Plano and authorize positions for the City of Plano.

Municipal revenue is made up of sources such as property taxes, sales taxes, hotel occupancy taxes, right-of-way revenues, service fees, and court fines. The City seeks to maintain a predictable level of revenue and oppose state mandates that do not allow the City to provide a stable source of funding to meet the needs of the City's citizens as approved by City Council. The City supports fiscal transparency, both internally and with its partners. The City will support legislation that recognizes the capital maintenance fund as a best practice to maintain infrastructure and minimize debt. The City supports legislation that would cap the administrative fee the State Comptroller may assess for the administration of sales tax revenue. The City also supports clean-up legislation for SB2 that would clarify the calculation of disputed property tax values and legislation that would increase the uses for hotel occupancy taxes. The City will seek introduction and passage of legislation to qualify the City of Plano to participate in the Qualified Hotel Project financial tool.

The City opposes legislation that removes authority/choice from Plano citizens. The City opposes legislation that would: impose new property or sales tax exemptions that would substantially erode Plano's tax base; erode the ability to issue debt; erode municipal and voter authority related to development matters through land use and zoning, regulatory takings, and building codes; erode authority for adequate compensation for use of our public rights-of-way and/or erode municipal authority over the management and control of our public rights-of-way, including by state or federal rules or federal legislation; or erode local control over retirement issues.

The City supports city-related bills that would maintain a competitive advantage for the City of Plano or that would: ensure that transit agencies appropriately serve the needs of the citizens of Plano; provide accountability for the provision of quality and efficient services from utility partners; provide fairness and equity in the application of sales and use taxes for goods and services; beneficially amend H.B. 3167 (the subdivision platting shot clock bill); allow for greater flexibility by cities to fund local transportation projects; amend state law to help cities fund transportation projects or provide cities with additional funding options and resources; support regionally appropriate highway improvement and rail; establish that expenditures of Community Development Block Grant funds by cities are a governmental function; and provide consistency, uniformity and additional funding to Plano's Municipal Court; and improve the effectiveness and efficiency of the Public Utility Commission. The City supports legislation strengthening water and energy reliability.

The City supports full funding of public education to strengthen a skilled workforce for future generations. Highly educated students produce a pipeline to support the Texas workforce, creating greater economic prosperity, adding to our tradition of excellent service delivery.

The City supports economic development bills that create jobs that benefit the region and do not create a disadvantage to cities providing dedicated sales tax revenue for regional transit services.



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 10/28/2024

**DEPARTMENT:** City Secretary

**DIRECTOR:** Lisa Henderson, City Secretary

**AGENDA ITEM:** **\*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.

**RECOMMENDED ACTION:** Important Message

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