



CITY COUNCIL

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

DATE: November 11, 2024

TIME: 7:00 PM

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

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

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

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

CALL TO ORDER

INVOCATION: Matt Gaston, Lead Pastor - First United Methodist Church Plano

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.

PROCLAMATIONS AND SPECIAL RECOGNITIONS

Proclamation: November 11 is Veterans Day, a day to honor all who are serving and have served our country. **Read**

Proclamation: Hunger and Homelessness Awareness Week is November 17 - 23, 2024. **Read**

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 28, 2024
Approved

Approval of Expenditures

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

- (b) RFB No. 2024-0517-B for the purchase of two hundred and forty (240) Traffic Signal Controller Cabinets, Project No. TP-S-00005, for the Engineering Department to Mobotrex, LLC in the amount of \$4,794,250; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (c) To approve the purchase of library materials including books, Blu-Rays and DVDs for Plano Public Library (PPL) in the estimated amount of \$1,000,000 from Midwest Tape LLC \$150,000, Ingram Library Services LLC \$150,000, Brodart \$150,000, and Baker & Taylor \$550,000 through an existing contract with the State of Texas under a twelve (12) month contract; and authorizing the City Manager to execute all necessary documents. (State of Texas Contract No. 715-M2) **Approved**

Approval of Contract Modification

- (d) To approve an increase to the current awarded contract amount of \$1,440,000 by \$288,000, for a total contract amount of \$1,728,000, for Technical Consultant for JD Edwards and PeopleSoft from Remote Services, Inc. for Technology Solutions; and authorizing the City Manager to execute all necessary documents. (Contract No. 2018-0209-C; Modification No. 1) **Approved**

Approval of Request

- (e) To approve a request to accept a donation from Toyota Motor North America, Inc., a California corporation to contribute up to \$15,000,000 towards the purchase of park property at the southeast corner of Legacy Drive and Headquarters Drive to be named Medomi Park; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Expenditure

- (f) To ratify an expenditure in the amount of \$121,569 for Shady Brook Trail at Riverside Drive Temporary Erosion Control, Project No. PKR-D-00009, from Stoic Civil Construction, Inc. for Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**
- (g) To approve an expenditure for an Engineering Professional Service Agreement for Legacy Trail Pond Restoration, Project No. PKR-D-00006, in the amount of \$196,858 from M28, LLC dba PondMedics, LLC for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (h) To approve the terms and conditions of the Memorandum of Agreement between the Texas Department of State Health Services and the City of Plano for the ASPR CHEMPACK Program for Texas; and authorizing the City Manager to execute all necessary documents. **Approved**
- (i) To approve an Interlocal Agreement between the City of Plano and Collin County Community College District for adult education and literacy services at Plano Public Library for a period of two (2) years through September 30, 2026, with up to three (3) additional one-year renewals; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2024-0643-I) **Approved**
- (j) To approve an Interlocal Agreement between the City of Plano and Collin County Mental Health Mental Retardation Center D/B/A LifePath Systems for the period of one (1) year with up to four (4) automatic twelve (12) month renewals to provide vocational opportunities to young adults with intellectual and developmental disabilities; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2025-0007-I) **Approved**
- (k) To approve an Interlocal Agreement between the City of Plano and Plano Independent School District, Solomon Center for adult work experience services/internships at Plano Public Library for a period of twelve (12) months with up to four (4) automatic twelve (12) month renewals; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2025-0085-I) **Approved**
- (l) To approve an Interlocal Agreement between the City of Plano and The University of Texas at Dallas from the effective date through July 31, 2026, with up to two (2) two-year term renewals to provide educational, practical, and creative programming; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2025-0084-I) **Approved**
- (m) To approve an Interlocal Agreement between the City of Plano and the North Central Texas Council of Governments (NCTCOG) for the Regional Stormwater Management Program with the estimated annual expenditure of \$10,000 for Environmental Health and Sustainability; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2024-0450-I) **Approved**

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) Consideration to approve a Purchase and Sale Agreement between the City of Plano and CCI-D 6501 Legacy Owner, LLC, a Delaware limited liability company, for the acquisition of property as a future park site at the southeast corner of Legacy Drive and Headquarters Drive; and authorizing the City Manager to execute all necessary documents. **Approved**
- (2) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-003 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 107.0 acres of land located on the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-24-Central Business-1 to establish uses and development standards for mixed-use development; 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: CCI-D 6501 Legacy Owners, LLC **Conducted and adopted Ordinance No. 2024-11-1, as amended.**
- (3) Consideration of a Resolution for the City of Plano to cast its ballot for the election of members to the Collin Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date. **Adopted Resolution No. 2024-11-2(R) - Rick Grady - 300 votes.**
- (4) Consideration of a Resolution for the City of Plano to cast its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date. **Adopted Resolution No. 2024-11-3(R) - Rob Altman - 5 votes, Mike Hennefer - 3 votes, and Ray Martin - 3 votes.**

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: 11/11/2024

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:

at 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).

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**RECOMMENDED
ACTION:**

Location Link

CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: Proclamations
DIRECTOR: Andrew Fortune, Director of Policy & Government Relations
AGENDA ITEM: Proclamation: November 11 is Veterans Day, a day to honor all who are serving and have served our country.
RECOMMENDED ACTION: Proclamations and Special Recognition

ITEM SUMMARY

Proclamation: November 11 is Veterans Day, a day to honor all who are serving and have served our country. **Read**



CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: Proclamations
DIRECTOR: Curtis Howard, Director of Neighborhood Services
AGENDA ITEM: Proclamation: Hunger and Homelessness Awareness Week is November 17 - 23, 2024.
RECOMMENDED ACTION: Proclamations and Special Recognition

ITEM SUMMARY

Proclamation: Hunger and Homelessness Awareness Week is November 17 - 23, 2024. **Read**



CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: October 28, 2024, Minutes
RECOMMENDED ACTION: Approval of Minutes

ITEM SUMMARY

October 28, 2024

Approved

ATTACHMENTS:

Description	Upload Date	Type
Preliminary Open Meeting Minutes	11/5/2024	Minutes
Regular Meeting Minutes	11/5/2024	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
October 28, 2024**

COUNCILMEMBERS PRESENT

John B. Muns, Mayor
Maria Tu, Mayor Pro Tem
Julie Holmer, Deputy Mayor Pro Tem
Anthony Ricciardelli
Rick Horne
Kayci Prince
Shelby Williams – arrived at 5:01 p.m.
Rick Smith – via Zoom at 5:02 p.m.

STAFF PRESENT

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

Mayor Muns called the meeting to order at 5:00 p.m., Monday, October 28, 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 Hardy Room of the Joint Use Facility, 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 Real Estate matters, Section 551.072; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required. The Council convened into Executive Session at 5:02 p.m.

Mayor Muns reconvened the meeting back into the Preliminary Open Meeting at 5:38 p.m.

- **Consideration and action resulting from Executive Session discussion**
- **Personnel - Appointment**
 - a) **Tax Increment Financing Reinvestment Zone No. 5 - Chair**

Upon a motion made by Councilmember Horne and seconded by Councilmember Smith, the Council voted 8-0 to reappoint Jeanine Cadena as Chair.
- **Discussion and direction re: extra duty solutions for the Police Department**

Councilmember Smith was away from the meeting from 6:01 p.m. to 6:03 p.m. and 6:04 p.m. to 6:05 p.m.
- **DART Update and Discussion**
- **Discussion and direction re: Comments of Public Interest via Zoom**

Council expressed concurrence to continue using Zoom for Comments of Public Interest when the meetings move back into the council chambers and to re-evaluate after three months.
- **Discussion and direction re: Arts Grants**

Council expressed concurrence to schedule a work session before the end of the year to discuss funding options for the Cultural Arts Commission.

- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting adjourned at 6:31 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

**PLANO CITY COUNCIL
REGULAR SESSION
October 28, 2024**

COUNCILMEMBERS PRESENT

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

STAFF PRESENT

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

Mayor Muns convened the Council into the Regular Session on Monday, October 28, 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

Rabbi Stephan Weinberg with Congregation Ashai Torah, led the invocation and the City Council led the Pledge of Allegiance and Texas Pledge.

Mayor Muns thanked everyone in Plano for contributing to the Peanut Butter Drive that was held in September. Plano was the top city contributing \$9,776 and 9,166 pounds of peanut butter.

Consent Agenda

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

Approval of Minutes

October 14, 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. 2024-0584-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. (Consent Agenda Item “B”)

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. (Consent Agenda Item “C”)

Approval of Contract Modification

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) (Consent Agenda Item “D”)

Approval of Expenditure

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. (Consent Agenda Item “E”)

Approval of Contract / Agreement

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. (Consent Agenda Item “F”)

Adoption of Resolutions

Resolution No. 2024-10-6(R): To amend Resolution No. 2001-9-30(R) for renaming City streets to provide certain enumerated exceptions; and providing an effective date. (Consent Agenda Item “G”)

Resolution No. 2024-10-7(R): 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. (Consent Agenda Item “H”)

Resolution No. 2024-10-8(R): 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. (Consent Agenda Item “I”)

Adoption of Ordinances

Ordinance No. 2024-10-9: 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. (Consent Agenda Item “J”)

Ordinance No. 2024-10-10: 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. (Consent Agenda Item “K”)

Ordinance No. 2024-10-11: 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. (Consent Agenda Item “L”)

Ordinance No. 2024-10-12: 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. (Consent Agenda Item “M”)

Ordinance No. 2024-10-13: 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. (Consent Agenda Item “N”)

End of Consent

Public Hearing and adoption of Ordinance No. 2024-10-14 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 (Regular Item “1”)

Mayor Muns opened the public hearing. No one requested to speak. Mayor Muns closed the public hearing.

MOTION: Upon a motion made by Councilmember Williams and seconded by Councilmember Ricciardelli, the Council voted 8-0 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; as requested in Zoning Case 2024-019; and further to adopt Ordinance No. 2024-10-14.

Councilmember Smith was away from the meeting from 7:16 p.m. to 7:18 p.m.

Resolution No. 2024-10-15(R): 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. (Regular Item “2”)

Councilmember Ricciardelli requested the addition of language requesting the beneficial modification of the Public Funds Investment Act to provide greater flexibility to pursue returns while still adhering to security, liquidity and yield (SLY) principles to the 2025 Legislative Program. Council discussed support of school funding and not taking a position on school choice.

Resolution No. 2024-10-15(R)(Cont'd.)

MOTION: Upon a motion made by Councilmember Ricciardelli and seconded by Councilmember Williams, the Council voted 8-0 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; as amended above; and further to adopt Resolution No. 2024-10-15(R).

Comments of Public Interest

Tara Rice requested to speak but was unable due to technical issues.

With no further discussion, the Regular City Council Meeting adjourned at 7:26 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: Engineering-Transportation
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: 2024-0517-B - Traffic Signal Controller Cabinets, Project No. TP-S-00005
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFB No. 2024-0517-B for the purchase of two hundred and forty (240) Traffic Signal Controller Cabinets, Project No. TP-S-00005, for the Engineering Department to Mobotrex, LLC in the amount of \$4,794,250; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Engineering Department recommends the approval of an expenditure in the amount of \$4,794,250 to purchase two hundred and forty (240) traffic signal controller cabinets. This procurement is for the complete replacement of all traffic signal controller cabinets in the City of Plano. This will be part of the Traffic Signal Controller Cabinets, Project No. TP-S-00005.

Bids were opened on September 12, 2024. The lowest responsive and responsible bid was submitted by Mobotrex, LLC, in the amount of \$4,794,250. Five (5) complete bids were received for the project as shown in the attached bid recap. This procurement was conducted through a Low Bid process.

The new traffic signal controller cabinets will provide significantly increased functionality, security enhancements, expanded channel capacity for additional vehicle detection units and pedestrian equipment, as well as space for adding additional technology in the future. The installation of these cabinets will be procured separately.

Not approving the expenditure would result in equipment upgrade delays, increased end-of-life related issues, reduced functionality for the upgraded traffic signal controllers and traffic management system software, as well as elimination of future technology expansions.

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. The purchase of Traffic Signal Controller Cabinets to support the Traffic Signal Controller Cabinets project, in the total amount of \$4,794,250, will leave a current year balance of \$101,933 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	10/28/2024	Bid Recap

CITY OF PLANO

Bid No. 2024-0517-B
RFB for Traffic Signal Controller Cabinets,
Project TP-S-00005 - Bid Recap

Bid Opening Date/Time: September 12, 2024 @ 2:00 PM

Number of Vendors Notified: 960

Vendors Submitting “No Bids”: 5

Number of Vendors Non-Responsive: 0

Number of Bids Submitted: 5

Mobotrex, LLC	\$4,794,250
Paradigm Traffic Systems, Inc.	\$5,143,044
Cubic ITS, Inc.	\$5,287,281
Consolidated Traffic Controls, Inc.	\$5,388,956
Texas Highway Products	\$6,058,435

Recommended Vendor(s):

Mobotrex, LLC	\$4,794,250
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CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024

DEPARTMENT: Library

DIRECTOR: Libby Holtmann, Director of Libraries

AGENDA ITEM: Approval of purchase on State Contract 715-M2 for Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services.

RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of library materials including books, Blu-Rays and DVDs for Plano Public Library (PPL) in the estimated amount of \$1,000,000 from Midwest Tape LLC \$150,000, Ingram Library Services LLC \$150,000, Brodart \$150,000, and Baker & Taylor \$550,000 through an existing contract with the State of Texas under a twelve (12) month contract; and authorizing the City Manager to execute all necessary documents. (State of Texas Contract No. 715-M2) **Approved**

PREVIOUS ACTION/PRESENTATION

Council previously approved expenditures with these vendors for the estimated annual amount of \$1,010,000 on September 28, 2020 for the 2021 fiscal year.

BACKGROUND

The Library recommends approval to purchase library materials including books, Blu-Rays and DVDs for Plano Public Library (PPL) in the total estimated amount of \$1,000,000 including from Midwest Tape LLC \$150,000, Ingram Library Services LLC \$150,000, Brodart \$150,000, and Baker & Taylor \$550,000.

The Texas State Library & Archives Commission (TSLAC) materials contract was delayed in negotiations with the vendors. TSLAC was unable to meet the timeline this year, so the contract was extended for one year, resulting in PPL's contract term for one-year. We hope to see the state negotiate a new contract by September 2025 to include renewals.

These vendors are key book and media jobbers providing libraries with quality material for public consumption. They provide discounted materials in a timely manner in which Plano residents have become accustomed. The impact of not granting this request would affect the quality and relevance of the overall library collection.

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (State of Texas Contract No. 715-M2 and the City of Plano Contract No. 2020-0614-OA)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is included in the 2024-25 General Fund budget. This item is to purchase library materials including books, Blu-Rays and DVDs for a total estimated amount of \$1,000,000; Midwest Tape LLC \$150,000, Ingram Library Services LLC \$150,000, Brodart \$150,000 and Baker & Taylor \$550,000.

Approval of this item leaves a current year balance of \$283,214 for future expenditures.

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

CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: Technology Solutions
DIRECTOR: Roger Wright, Chief Information Officer
AGENDA ITEM: To extend an existing contract for one (1) year for technical support for JD Edwards and PeopleSoft.
RECOMMENDED ACTION: Approval of Contract Modification

ITEM SUMMARY

To approve an increase to the current awarded contract amount of \$1,440,000 by \$288,000, for a total contract amount of \$1,728,000, for Technical Consultant for JD Edwards and PeopleSoft from Remote Services, Inc. for Technology Solutions; and authorizing the City Manager to execute all necessary documents. (Contract No. 2018-0209-C; Modification No. 1) **Approved**

PREVIOUS ACTION/PRESENTATION

On March 25, 2019, the City Council approved a one (1) year contract with four (4) City optional renewals for the total contract amount of \$1,440,000 for a Technical Consultant for JDE and PeopleSoft for Technology Services to Remote Services, Inc. in the estimated annual amount of \$288,000.

BACKGROUND

The Technology Solutions staff recommends extending the current contract one additional year for technical support for JD Edwards and PeopleSoft systems. This extension is based on the previous contract terms, resulting in an increase to the total contract by the existing annual amount of \$288,000.

Remote Services, Inc has provided operational support for our JD Edwards and PeopleSoft systems for nearly ten years. The company has delivered high-quality managed services, ensuring the stability and performance of our critical business applications for financial and human resource operations. As we are undergoing a JD Edwards upgrade and require post-go-live support for PeopleSoft's recent upgrade, extending Remote Services' contract will ensure continuity and minimize risk during these pivotal transitions.

Not extending the contract with Remote Services could lead to significant operational disruptions, especially for our JD Edwards environment, which is set to go live in November 2024. A change in support at this critical juncture could disrupt the upgrade process, putting the successful transition and stabilization of the new system at risk. Furthermore, without the experienced support of Remote Services, we would face gaps in managing the operational workload during the start of the new fiscal year, including the crucial open enrollment period for employee benefits. Any disruptions during this time could lead to operational inefficiencies, delays, and potential downtime that would negatively impact both our employees and overall business operations.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Technology Solutions Fund. This request is to approve a one-year contract extension for JDE and PeopleSoft support, in the amount of \$288,000, which will leave a remaining balance of \$4,290,028 for additional maintenance and support expenditures in the 2024-25

Applications Budget.

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

CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024

DEPARTMENT: Special Projects

DIRECTOR: Peter Braster, Director of Special Projects

AGENDA ITEM: Request to accept a donation from Toyota Motor North America, Inc. for the purchase of property at the southeast corner of Legacy Drive and Headquarters Drive in exchange for naming rights and park design and operation considerations.

RECOMMENDED ACTION: Approval of Request

ITEM SUMMARY

To approve a request to accept a donation from Toyota Motor North America, Inc., a California corporation to contribute up to \$15,000,000 towards the purchase of park property at the southeast corner of Legacy Drive and Headquarters Drive to be named Mendumi Park; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

Toyota Motor North America, Inc. has agreed to donate up to \$15,000,000 towards the City purchase of 5.132 acres of land at the southeast corner of Legacy Drive and Headquarters Drive for a future park site. In accepting this donation, the City agrees to the following provisions:

- To name the park Mendumi Park. Mendumi is a Japanese word that means “taking care of workers like they are family.”
- To contribute \$4,000,000 towards the purchase of the proposed park property. These City funds will be expended prior to the expenditure of the donation from Toyota.
- To design the park with tall native trees and shrubbery along Legacy Drive and Headquarters Drive, abundant green space and foliage to create a peaceful, relaxing setting.
- To operate the park as a passive open space for a period of at least 50 years in the same first-class manner as other parks within the City of Plano.
- To use its best efforts to complete construction of the park no later than December 31, 2028.
- To provide Toyota and any affiliate participating in the Donation formal letters acknowledging their respective portion of the Donation within 30 days of the City’s purchase of the park property.

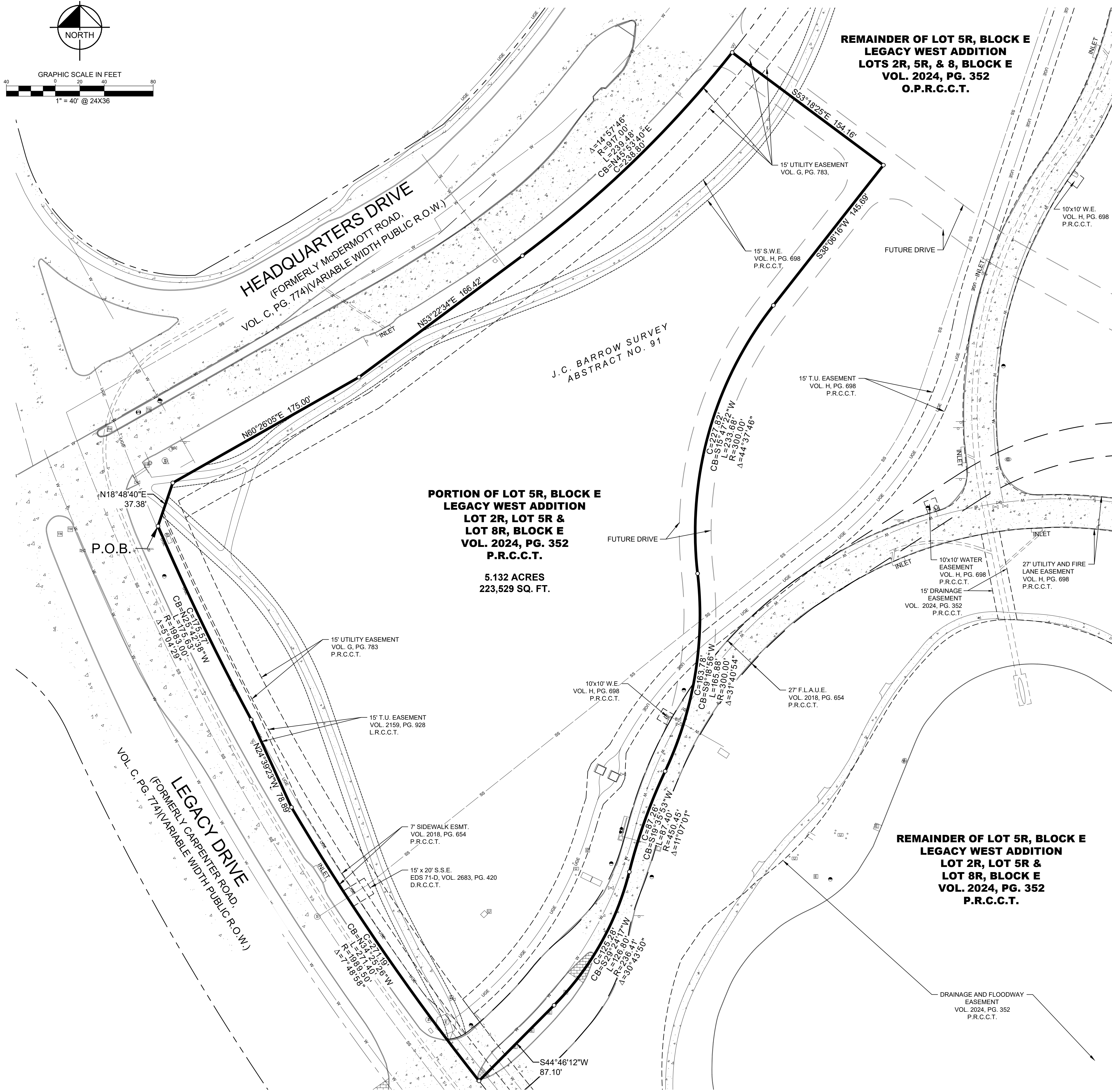
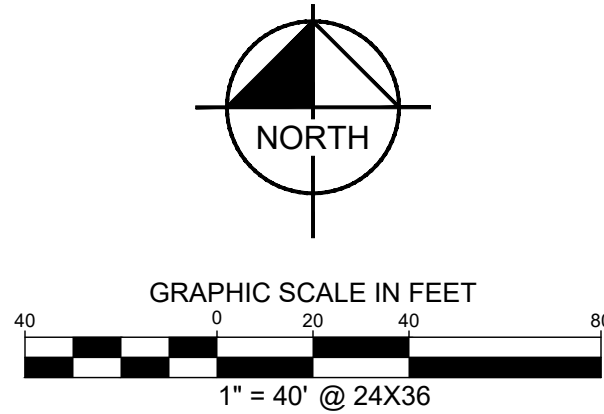
FINANCIAL SUMMARY/STRATEGIC GOALS

Approval of the acceptance of a donation of funds to be used for the purchase of 5.132 acres at the southeast corner of Legacy Drive and Headquarters Drive, which has been submitted on a companion item for approval, will result in a one-time revenue of up to \$15,000,000.

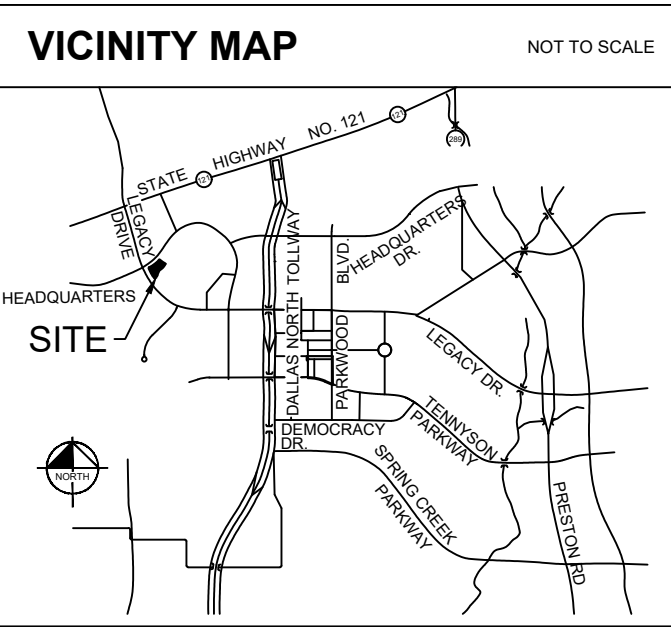
Approval of this item will support the City’s Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Boundary Map of Proposed Park	11/6/2024	Map



LEGEND		
ROOF DRAIN	ELECTRIC METER	UNIDENTIFIED VALVE
CABLE TV BOX	ELECTRIC MANHOLE	TREE
CABLE TV MANHOLE	ELECTRIC MARKER FLAG	WATER BOX
CABLE TV MARKER FLAG	ELECTRIC MARKER SIGN	FIRE DEPT. CONNECTION
CABLE TV MARKER SIGN	UTILITY POLE	WATER HAND HOLE
CABLE TV VAULT	ELECTRIC TRANSFORMER	FIRE HYDRANT
COMMUNICATIONS BOX	ELECTRIC VAULT	WATER METER
COMMUNICATIONS HANDHOLE	HANDICAPPED PARKING	WATER MANHOLE
COMMUNICATIONS MANHOLE	MARKET SIGN	WATER MANHOLE FLAG
COMMUNICATIONS MARKER FLAG	MARKET SIGN	WATER MARKER SIGN
COMMUNICATIONS MARKER SIGN	MARKET SIGN	WATER VAULT
COMMUNICATIONS VAULT	MARKET SIGN	WATER VALVE
ELEVATION BENCHMARK	MAIL BOX	AIR RELEASE VALVE
FIBER OPTIC BOX	SANITARY SEWER CLEAN OUT	WATER WELL
FIBER OPTIC HANDHOLE	SANITARY SEWER MANHOLE	P.O.B. POINT OF BEGINNING
FIBER OPTIC MANHOLE	SANITARY SEWER MARKER FLAG	S.S.E. SANITARY SEWER EASEMENT
FIBER OPTIC MARKER FLAG	SANITARY SEWER MARKER SIGN	W.E. WATER EASEMENT
FIBER OPTIC MARKER SIGN	SANITARY SEWER SEPTIC TANK	S.W.E. SIDEWALK EASEMENT
FIBER OPTIC VAULT	SANITARY SEWER VAULT	F.L.A.U.E. FIRE LANE ACCESS AND UTILITY EASEMENT
MONITORING WELL	STORM SEWER BOX	A.U.E. ACCESS AND UTILITY EASEMENT
GAS HANDHOLE	STORM SEWER DRAIN	W.M.E. WALL MAINTENANCE EASEMENT
GAS METER	STORM SEWER MANHOLE	S.S.E. SANITARY SEWER EASEMENT
GAS MANHOLE	STORM SEWER VAULT	U.E. UTILITY EASEMENT
GAS MARKER FLAG	TRAFFIC BARRIER	F.D.A.N.B.E. FIRE DEPARTMENT ACCESS AND NO BUILD EASEMENT
GAS SIGN	TRAFFIC COLLAR	O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS
GAS TANK	TRAFFIC BOX	COLLIN COUNTY, TEXAS
GAS VAULT	CROSS WALK SIGNAL	P.R.C.C.T. = PLAT RECORDS COLLIN COUNTY, TEXAS
GAS VALVE	TRAFFIC HANDHOLE	
TELEPHONE BOX	TRAFFIC MANHOLE	
TELEPHONE HANDHOLE	TRAFFIC MARKER SIGN	
TELEPHONE MARKER FLAG	TRAFFIC SIGN	
TELEPHONE MARKER SIGN	TRAFFIC VAULT	
TELEPHONE VAULT	UNIDENTIFIED BOX	
PIPELINE MARKER SIGN	UNIDENTIFIED METER	
ELECTRIC BOX	UNIDENTIFIED MANHOLE	
FLOOD LIGHT	UNIDENTIFIED MARKER FLAG	
GUY ANCHOR	UNIDENTIFIED MARKER SIGN	
GUY ANCHOR POLE	UNIDENTIFIED POLE	
ELECTRIC HANDHOLE	UNIDENTIFIED TANK	



LINE TYPE LEGEND	
BOUNDARY LINE	
EASEMENT LINE	
BUILDING LINE	
WATER LINE	
W	SANITARY SEWER LINE
SS	STORM SEWER LINE
GAS	UNDERGROUND GAS LINE
OHE	OVERHEAD UTILITY LINE
UGE	UNDERGROUND ELECTRIC LINE
UTG	UNDERGROUND TELEPHONE LINE
COMM	UNDERGROUND COMMUNICATION
CBL	UNDERGROUND CABLE
	FENCE
	CONCRETE PAVEMENT
	ASPHALT PAVEMENT

PROPERTY DESCRIPTION

BEING a tract of land situated in the J.C. Barrow Survey, Abstract No. 91, City of Plano, Collin County, Texas, and being a portion of Lot 5R, Block E of the Legacy West Addition Lots 2R, 5R & 8R, Block E, an addition to the City of Plano according to the plat thereof recorded in Volume 2024, Page 352, Plat Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the most westerly corner of said Lot 5R, Block E, and being at the south end of a corner clip at the intersection of the northeast right-of-way line of Legacy Drive, (a variable width right-of-way) with the southeast right-of-way line of Headquarters Drive, (a variable width right-of-way);

THENCE North 18°48'40" East with said corner clip, a distance of 37.38 feet to the east end of said corner clip in said southeast right-of-way line of Headquarters Drive;

THENCE with said southeast right-of-way line, the following courses and distances:

North 60°26'05" East, a distance of 175.00 feet;

North 53°22'34" East, a distance of 166.42 feet to the beginning of a non-tangent curve to the left with a radius of 917.00 feet, a central angle of 14°57'46", and a chord bearing and distance of North 45°53'40" East, 238.80 feet;

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 239.48 feet;

THENCE over and across said Lot 5R, Block E, the following courses and distances:

South 53°18'25" East, a distance of 154.16 feet;

South 38°06'16" West, a distance of 145.69 feet to the beginning of a tangent curve to the left with a radius of 300.00 feet, a central angle of 44°37'46", and a chord bearing and distance of South 15°47'22" West, 227.82 feet;

In a southwesterly direction, with said tangent curve to the left, an arc distance of 233.68 feet to the beginning of a reverse curve to the right with a radius of 300.00 feet, a central angle of 31°40'54", and a chord bearing and distance of South 09°18'56" West, 163.78 feet;

In a southwesterly direction, with said reverse curve to the right, an arc distance of 165.88 feet to the beginning of a reverse curve to the left with a radius of 450.45 feet, a central angle of 11°07'01", and a chord bearing and distance of South 19°35'53" West, 87.26 feet;

In a southwesterly direction, with said reverse curve to the left, an arc distance of 87.40 feet to the beginning of a reverse curve to the right with a radius of 236.41 feet, a central angle of 30°43'50", and a chord bearing and distance of South 29°24'17" West, 125.28 feet;

In a southwesterly direction, with said reverse curve to the right, an arc distance of 126.80 feet;

South 44°46'12" West, a distance of 87.10 feet to the aforementioned northeast right-of-way line of Legacy Drive, and being the beginning of a non-tangent curve to the right with a radius of 1,989.50 feet, a central angle of 07°48'58", and a chord bearing and distance of North 34°25'26" West, 271.19 feet;

THENCE with said northeast right-of-way line, the following courses and distances:

In a northwesterly direction, with said non-tangent curve to the right, an arc distance of 271.40 feet;

North 24°39'23" West, a distance of 78.89 feet to the beginning of a non-tangent curve to the right with a radius of 1,983.00 feet, a central angle of 05°04'29", and a chord bearing and distance of North 25°42'38" West, 175.57 feet;

In a northwesterly direction, with said non-tangent curve to the right, an arc distance of 175.63 feet to the POINT OF BEGINNING and containing a computed area of 223,529 square feet or 5.132 acres of land.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey in all areas, and is not to be used to convey or establish interest in real property except those rights and interests implied or established by the creation of reconfiguration of the boundary of the political subdivision for which it was prepared.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT 9/9/2024

DAVID J. DE WEIRDT
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5066
david.dewirdt@kimley-horn.com

BOUNDARY EXHIBIT
PORTION OF LOT 5R, BLOCK E
LEGACY WEST ADDITION
5.132 ACRES SITUATED IN THE
J.C. BARROW SURVEY ABSTRACT NO. 91
CITY OF PLANO, COLLIN COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240	FIRM # 10115500	Tel. No. (972) 770-1300 Fax No. (972) 239-3620
Scale 1" = 40'	Drawn by AEL	Checked by DJD
Date Sep 2024	Project No. 068240500	Sheet No. 1 OF 1

CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: Parks
DIRECTOR: Ron Smith, Director of Parks and Recreation
AGENDA ITEM: #2025-0074-X Shady Brook Trail at Riverside Drive Temporary Erosion Control, Project No. PKR-D-00009
RECOMMENDED ACTION: Approval of Expenditure

ITEM SUMMARY

To ratify an expenditure in the amount of \$121,569 for Shady Brook Trail at Riverside Drive Temporary Erosion Control, Project No. PKR-D-00009, from Stoic Civil Construction, Inc. for Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

During Parks and Recreation's annual erosion assessments in winter 2022, an area was identified along Shady Brook Trail with significant creek erosion threatening stability of the trail. This area was identified as a future location for a creek stabilization project. The area was treated with a permanent railing to protect trail users. Erosion progressed, however, removing soil and further threatening sections of Shady Brook Trail.

Due to the immediate hazard of this situation, the trail was temporarily closed by Parks and Recreation while the Department initiated the development of an emergency plan set to stabilize the slope, prevent failure of the trail, and correct this hazardous situation.

The emergency repair work began on August 19, 2024, and completed on October 9, 2024. The trail re-opened following the completion of the repairs. The emergency repair is expected to last two years.

The Department will initiate a professional services agreement to develop a permanent creekbank stabilization project in fiscal year 2024-25 and implement the project in fiscal year 2025-26, ensuring the long-term protection of the public hike and bike trail at this location.

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022 (a)(3).

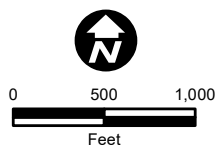
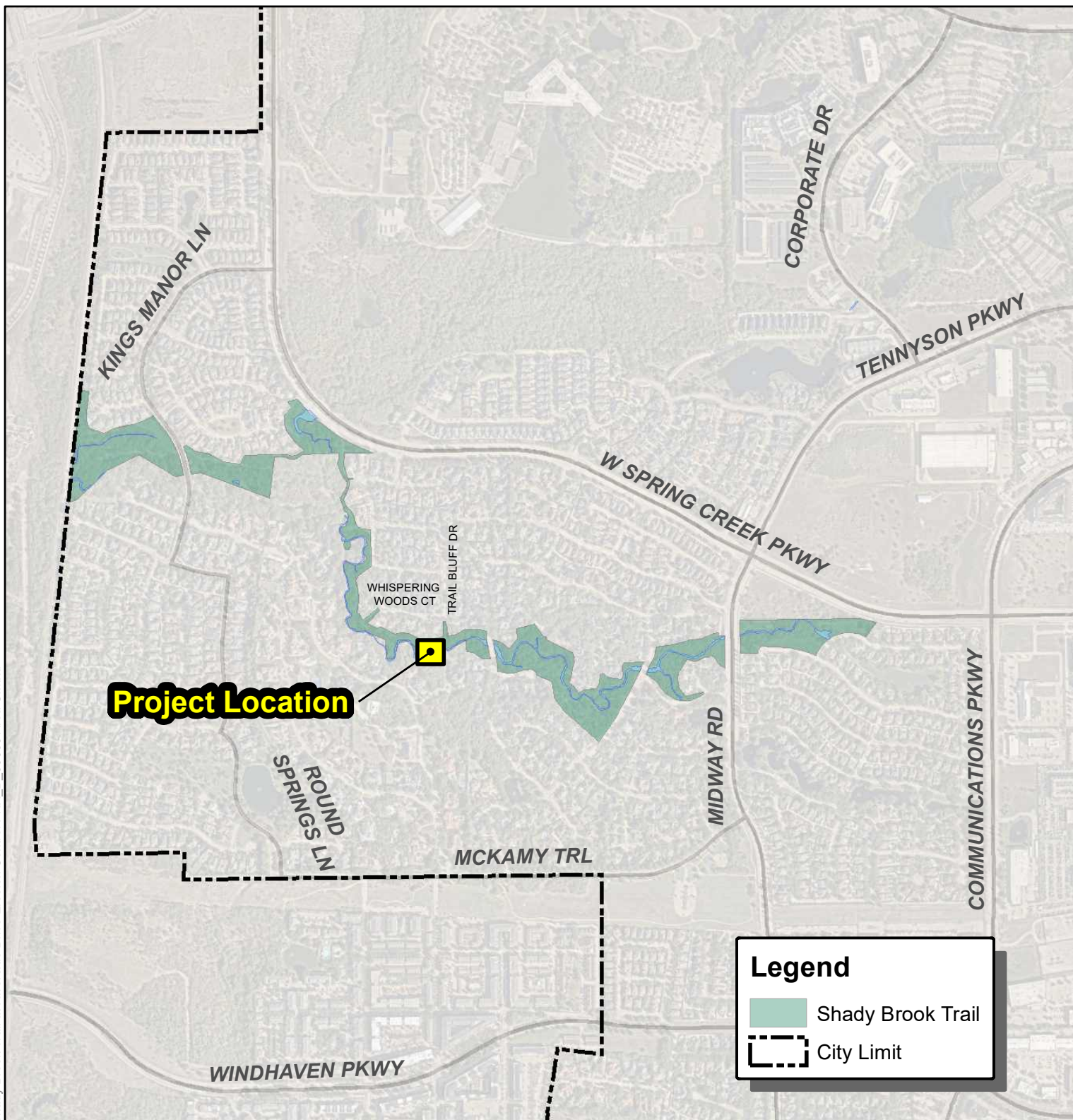
FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the Municipal Drainage CIP. Ratification of the expenditure for emergency repairs for the Shady Brook Trail at Riverside Drive Temporary Erosion Control, Project No. PKR-D-00009, in the total estimated amount of \$121,569, will leave a current year balance of \$302,361 for future project 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
Project Map	10/23/2024	Map

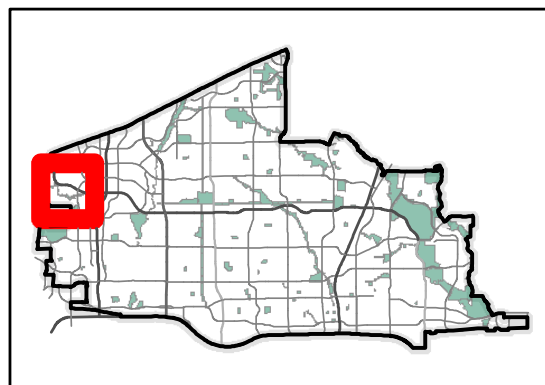


City of Plano Park Planning Division
10/22/2024

Location Map

Shady Brook Trail at Riverside Drive Temporary Erosion Control

Project Number: PKR-D-00009
Page 28



CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024

DEPARTMENT: Parks

DIRECTOR: Ron Smith, Director of Parks and Recreation

AGENDA ITEM: Approval of an expenditure in the amount of \$196,858 for Engineering Professional Service Agreement for Legacy Trail Pond Restoration, Project No. PKR-D-00006.

RECOMMENDED ACTION: Approval of Expenditure

ITEM SUMMARY

To approve an expenditure for an Engineering Professional Service Agreement for Legacy Trail Pond Restoration, Project No. PKR-D-00006, in the amount of \$196,858 from M28, LLC dba PondMedics, LLC for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Legacy Trail Pond Restoration project will develop a set of plans, specs and bid documents to remove pond sediment. The pond is located within parkland that makes up Legacy Trail. Through a Landscape and Irrigation Maintenance Agreement, the Villages of White Rock Creek Homeowners Association provides pond maintenance such as weed and algae control, trash control, aeration and fountain installation and maintenance. However, dredging is the City's responsibility.

The project scope includes a hydrographic survey, depth isolation modeling, construction plans, site plans submittals and filings, as well as bidding and construction administrative services. The Parks and Recreation Department recommends approving an expenditure of \$196,858 for engineering professional services from M28, LLC dba PondMedics, LLC for the Legacy Trail Pond Restoration project.

This project springboards off previous testing and analysis to approximate the work needed and cost. For this reason, M28, LLC dba PondMedics, LLC was deemed most qualified based on previous work completed for the project and their experience with specialized sediment removal, pond restoration, ecological restoration, and the requirements of U.S. Army Corps of Engineers.

The benefits of this restoration project will establish proper pond depth, improve water quality while reducing maintenance costs. If this project is not approved, the ecosystem and wildlife of Legacy Trail Pond could be jeopardized, and maintenance costs will continue to rise while the water quality worsens. Pond restoration is essential to ensure the health and sustainability of this valuable community resource. Once completed, the restored Legacy Trail Pond will serve as a healthy landscape for the community and will be able to support the pond's ecosystem, increasing its longevity and functionality.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is budgeted in the 2024-25 Municipal Drainage CIP. Consultant professional services for the Legacy Trail Pond Restoration project, in the total amount of \$196,858, will leave a balance of

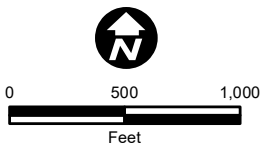
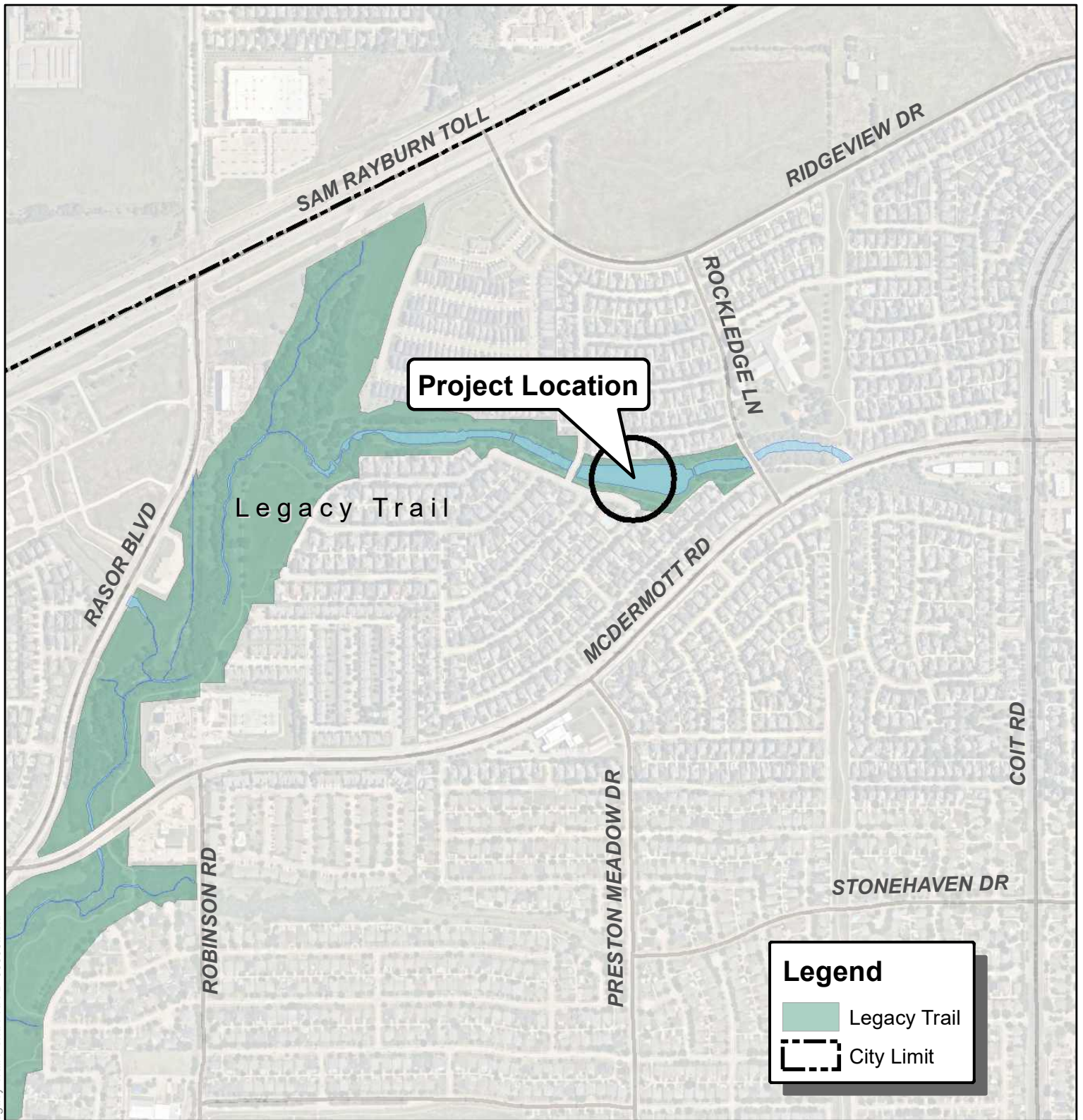
\$3,142 for future expenditures.

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
Location Map	10/16/2024	Map

TinaB 9/25/2024 L:\worduser\MXDs\Location Maps\Legacy Trail Pond PKR-D-00006.mxd

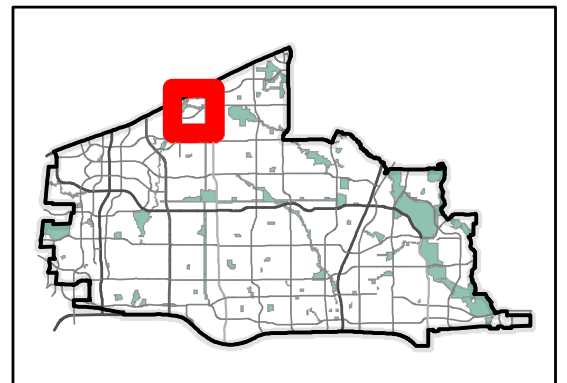


City of Plano Park Planning Division
9/25/2024

Location Map Legacy Trail Pond Restoration

8714 RUSTLING WATER LN
PLANO, TX 75024

Project Number: PKR-D-00006
Page 31



CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: Fire
DIRECTOR: Chris Biggerstaff, Fire Chief
AGENDA ITEM: MOA - Texas Department of State Health Services and the City of Plano regarding CHEMPACK
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve the terms and conditions of the Memorandum of Agreement between the Texas Department of State Health Services and the City of Plano for the ASPR CHEMPACK Program for Texas; and authorizing the City Manager to execute all necessary documents. **Approved**

PREVIOUS ACTION/PRESENTATION

On December 27, 2004, the City of Plano and Texas Department of State Health Services (DSHS) entered into a Memorandum of Agreement (MOA) to receive and maintain use of a CHEMPACK container(s).

This agreement will replace the MOA from December 27, 2004.

BACKGROUND

The purpose of this updated Memorandum of Agreement is to expound upon and update the specifics of the Agreement between the Texas Department of State Health Services and the City of Plano. DSHS has implemented a new process and as part of that new process, the MOA has updated provisions and will have a term and no longer be perpetual.

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 with Safe, Vibrant Neighborhoods.

ATTACHMENTS:

Description	Upload Date	Type
MOA - CHEMPACK	10/28/2024	Agreement

MEMORANDUM OF AGREEMENT

**TEXAS DEPARTMENT OF STATE HEALTH SERVICES
AND
CITY OF PLANO, TEXAS
FOR
ASPR CHEMPACK PROGRAM FOR TEXAS

DSHS CONTRACT NO. HHS001395100047**

This Memorandum of Agreement (“MOA”) is entered into between the **TEXAS DEPARTMENT OF STATE HEALTH SERVICES** (“DSHS”) and **CITY OF PLANO, TEXAS** (“Facility”), each referred to in this MOA as a “Party” and collectively as the “Parties,” to receive and maintain a nerve agent antidote (“CHEMPACK”) stored in a Drug Enforcement Agency-approved container(s) (“CHEMPACK Container(s)").

I. Purpose

The Health and Human Services (“HHS”) Office of the Assistant Secretary Administration for Strategic Preparedness and Response (“ASPR”) CHEMPACK Program (“CHEMPACK Program”) provides cache containers of nerve agent antidote for state and local health needs in the event of nerve agent exposure. Facility agrees to serve as a sustainable repository and location for the CHEMPACK containers.

II. Facility Responsibilities

Under this MOA, Facility will:

- A. Coordinate response plans with its local public health department, regional health department, council of government, Metropolitan Medical Response System (“MMRS”) representative, regional advisory council(s), and other local response agencies (“CHEMPACK Plan”). A copy of Facility’s CHEMPACK Plan must be provided to Robyn Brown, the DSHS Regional CHEMPACK Coordinator, via email, to the following email address: Robyn.Brown@dshs.texas.gov. The Facility’s CHEMPACK Plan must be submitted to the DSHS Regional CHEMPACK Coordinator no later than thirty (30) calendar days following the effective date of this MOA.
- B. Ensure any CHEMPACK container is supervised by a medical professional that is licensed by the Drug Enforcement Agency (“DEA”) to receive and possess Class IV drugs.
- C. Ensure a DEA registrant assumes custody of CHEMPACK controlled substances. The DEA registrant must possess a DEA distribution license to assume custody of CHEMPACK controlled substances. A practitioner DEA license is not approved for use in the CHEMPACK Program.

- D. Maintain the integrity of product cases and manufacturer labels for CHEMPACK products stored in CHEMPACK Containers. Facility will not deface or cover labels. Facility will ensure CHEMPACK products remain in their original manufacturer packaging/cases.
- E. Store only ASPR-provided CHEMPACK products in CHEMPACK Container(s). Facility understands that storage of non-ASPR provided products in CHEMPACK Container(s), including state-owned nerve antidotes, is not permitted. Facility will ensure that no items are placed on top of CHEMPACK Container(s) that exceed one hundred (100) pounds.
- F. Maintain CHEMPACK Container(s) in a manner that assures compliance with storage and security requirements.
- G. Meet HHS ASPR requirements for facilities that store CHEMPACK Containers (“CHEMPACK Cache Locations”), as described in the Cache Location Checklist and the current version of the CHEMPACK Program Guidelines.
- H. Train Facility’s response staff in appropriate use and documentation of CHEMPACK products and CHEMPACK Container maintenance.
- I. Maintain the integrity of the CHEMPACK Container seal until an authorized state or local official determines that deployment of CHEMPACK products is warranted in response to a nerve agent release or to prevent the potential loss of life.
- J. Notify and coordinate with the DSHS Regional CHEMPACK Coordinator immediately in the event of an emergency deployment/use of CHEMPACK products.
- K. Notify and coordinate with the DSHS Regional CHEMPACK Coordinator within twelve (12) hours of a non-emergency use or compromise of the CHEMPACK Container(s).
- L. Meet state and local protocols, statutes, and regulations for the storage and responder use of the CHEMPACK products.
- M. Acknowledge that the CHEMPACK Container(s) and CHEMPACK products are, and will continue to be, the property of the ASPR throughout the life of the CHEMPACK Program.
- N. Dispose of any CHEMPACK products in accordance with instructions provided by ASPR and in conformance with federal, state, and local procedures.
- O. Pay on-going utility fees for dedicated telephone line(s), security system(s), and back-up power.
- P. Notify, coordinate with, and obtain approval from, the DSHS Regional CHEMPACK Coordinator at least seventy-two (72) hours prior to any non-emergency movement of the CHEMPACK Container(s).
- Q. Provide CHEMPACK products to patients(s) free-of-charge. CHEMPACK products are supplied without charge to the Facility and will be supplied to patients without charge.
- R. Acknowledge that once CHEMPACK products are opened, the CHEMPACK product will no longer be eligible for the ASPR Shelf-Life Extension Program and will become property of the Facility.
- S. Accept the scheduled delivery from APSR, conduct and verify product replacement, sign applicable documentation, and return such CHEMPACK

products and associated records as described in the CHEMPACK drop ship receive and return instructions included by ASPR in each shipment.

- T. Return expiring CHEMPACK products from a drop shipment to an ASPR warehouse within ten (10) business days of receipt of replacement CHEMPACK product. If unable to return expiring CHEMPACK products within ASPR's recommended timeframe, Facility will contact the DSHS Regional CHEMPACK Coordinator for guidance.

III. DSHS Responsibilities

Under this MOA, and contingent upon continued coordination and use of Facility as a CHEMPACK Cache Location, DSHS will:

- A. Provide any information that it maintains in the ordinary course of business that Facility needs to meet the requirements in **SECTION II, FACILITY RESPONSIBILITIES**, of this MOA.
- B. Provide oversight and coordination, with ASPR, in CHEMPACK products deployment and maintenance.
- C. Provide training on the ASPR CHEMPACK Program for Texas.

IV. Term of the MOA

This MOA will become effective on the signature date of the latter of the Parties to sign this MOA and terminates on August 31, 2028, unless terminated earlier pursuant to the terms and conditions of the MOA. There are no renewal periods under this MOA.

V. Early Termination

This MOA may be terminated under the following circumstances:

- A. Termination for Convenience
 - 1. DSHS may terminate this MOA, in whole or in part, at any time when, in its sole discretion, DSHS determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in DSHS's notice of termination.
 - 2. Facility may terminate this MOA, upon written notification to the DSHS Regional CHEMPACK Coordinator a minimum of ninety (90) calendar days prior to the proposed termination date.
- B. Termination for Cause
 - 1. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, DSHS may terminate the MOA, in whole or in part, upon either of the following conditions:
 - i. Material Breach - DSHS will have the right to terminate the MOA in whole or in part if DSHS determines, in its sole discretion, that Facility has materially breached the MOA or has failed to adhere to

any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Facility's duties under the MOA.

- ii. Failure to Maintain Financial Viability - DSHS may terminate the MOA if, in its sole discretion, DSHS has a good faith belief that Facility no longer maintains the financial viability required to fully perform its responsibilities under **SECTION II, FACILITY RESPONSIBILITIES**, of this MOA.

2. Either Party may terminate the MOA should the ASPR CHEMPACK Program expire.

VI. MOA Remedies

To ensure Facility's full performance of the MOA and compliance with applicable law, DSHS reserves the right to hold Facility accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the MOA;
- ii. requiring Facility to take specific actions in order to remain in compliance with the MOA;
- iii. suspending, limiting, or placing conditions on the Facility's continued performance of its responsibilities under the MOA; or
- iv. imposing any other remedies, sanctions, or penalties authorized under this MOA or permitted by federal or state law.

VII. Liability

As Facility is a local government entity, this MOA is an interlocal contract under Chapter 791 of the Texas Government Code. Under this MOA, Facility will provide a service related to a homeland security activity, and to the extent provided by Texas Gov't Code § 421.062, neither DSHS nor Facility is responsible for any civil liability which arises from furnishing this service.

VIII. Additional Terms and Conditions

A. No Cost

This is a "no cost" agreement. DSHS shall not be obligated to make any payments of any amounts to Facility as a result of this MOA. Any costs and expenses incurred under the terms of this MOA will be paid by the Party incurring the cost or expense. No funds appropriated to either Party will be exchanged under this MOA.

B. Assignment

Facility will not assign all or any portion of its rights under or interests in this MOA or delegate any of its duties without prior written consent of DSHS. Any written request for assignment or delegation must be accompanied by written acceptance of the assignment or delegation by the assignee or delegation by the delegate. Except where otherwise agreed in writing by DSHS, any assignment or delegation will not release Facility from its obligations under this MOA.

C. Public Information Act

Facility understands that DSHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas.

D. Record Maintenance and Retention

1. Facility shall keep and maintain under Generally Accepted Accounting Principles (GAAP) or Governmental Accounting Standards Board (GASB), as applicable, full, true, and complete records necessary to fully disclose to DSHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives' sufficient information to determine compliance with the terms and conditions of this MOA and all state and federal rules, regulations, and statutes.
2. Facility shall maintain and retain legible copies of this MOA and all records relating to the performance of the MOA. These records shall be maintained and retained by Facility for a minimum of seven (7) years after the MOA's expiration date or seven (7) years after the completion of all audits, claim, litigation, or dispute matters involving the MOA are resolved, whichever is later.

E. DSHS's Right to Audit

1. Facility shall make available at reasonable times, upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Facility pertaining to the MOA for purposes of inspecting, monitoring, auditing, or evaluating by DSHS and the State of Texas.
2. In addition to any right of access arising by operation of law, Facility, any of Facility's affiliate or subsidiary organizations, or subcontractors, shall permit DSHS or any of its duly authorized representatives, as well as duly authorized federal, state, or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records (including but not limited to financial, client and patient records, books, papers or documents) related to this MOA. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: DSHS, HHSC, HHSC's contracted examiners, the State Auditor's Office, the

Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.

3. If deemed necessary by DSHS or any duly authorized authority, for the purpose of investigation or hearing, Facility shall produce original documents related to this MOA.
4. Facility shall include this **SUBSECTION VIII(E)** of the MOA, concerning the right of access to, and examination of, sites and information related to this MOA in any subcontract it awards.

F. Compliance with Audit or Inspection Findings

1. Facility must act to ensure its compliance and its subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the MOA and the services and deliverables provided. Any such correction will be at Facility's sole expense or its subcontractor's sole expense. Whether Facility's action corrects the noncompliance shall be solely DSHS's decision.
2. Upon DSHS's request, Facility must provide DSHS a copy of those portions of Facility's internal audit reports and its subcontractors' internal audit reports relating to the services provided to the State of Texas under this MOA.

G. State Auditor's Right to Audit

1. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the MOA or indirectly through a subcontract under the MOA. The acceptance of funds directly under the MOA or indirectly through a subcontract under the MOA acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
2. The Facility shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

H. Amendment

This MOA may only be modified by written amendment signed by the Parties.

I. Change in Law and Compliance with Laws

Facility shall comply with all laws, regulations, requirements, and guidelines applicable to a vendor providing services required by this MOA to an agency of the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the MOA. DSHS reserves the right, in

its sole discretion, to unilaterally amend the MOA to incorporate any modifications necessary for DSHS's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements, and guidelines.

J. Governing Law and Venue

This MOA shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this MOA is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.

K. Dispute Resolution.

1. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the MOA. If the Facility's claim for breach of contract cannot be resolved informally with DSHS, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Facility shall submit written notice, as required by Chapter 2260, to the individual identified in the MOA for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under Section 2260.051 of the Texas Government Code. Compliance by Facility with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
2. The contested case process provided in Chapter 2260 is Facility's sole and exclusive process for seeking a remedy for an alleged breach of contract by DSHS if the Parties are unable to resolve their disputes as described above.
3. Notwithstanding any other provision of the MOA to the contrary, unless otherwise requested or approved in writing by the DSHS, Facility shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending.

L. Limitation on Authority.

1. Any authority granted to Facility by DSHS is limited to the terms of this MOA.
2. Facility shall not have any authority to act for or on behalf of the DSHS or the State of Texas except as expressly provided for in the MOA; no other authority, power, or use is granted or implied. Facility may not incur any debt, obligation, expense, or liability of any kind on behalf of DSHS or the State of Texas.
3. Facility may not rely on implied authority and is not granted authority under the MOA to:
 - i. Make public policy on behalf of DSHS.
 - ii. Promulgate, amend, or disregard administrative regulations of program policy decisions made by state and federal agencies responsible for administration of a DSHS program; or

- iii. Unilaterally communicate or negotiate with any federal or state agency or Texas Legislature on behalf of DSHS regarding DSHS programs or this MOA.

M. Severability

If any provision of the MOA is held to be illegal, invalid, or unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this MOA. It is the intent and agreement of the Parties that this MOA shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal, and enforceable and that achieves the same objective. All other provisions of this MOA will continue in full force and effect.

N. Force Majeure

Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the MOA caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

O. No Implied Waiver of Provisions

The failure of DSHS to object to or to take affirmative action with respect to any conduct of Facility that is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

P. Sovereign Immunity

Nothing in the MOA shall be construed as a waiver of DSHS's or the State of Texas's sovereign immunity. This MOA shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to DSHS or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to DSHS or the State of Texas under the MOA or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. DSHS does not waive any privileges, rights, defenses, or immunities available to DSHS by entering into the MOA or by its conduct prior to or subsequent to entering into the MOA.

Q. Entire MOA and Modification

This MOA constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the MOA will be harmonized with this MOA to the extent possible.

IX. Authorized Representatives

The following individual will act as the designated representative (“MOA Representative”) authorized to administer activities including, but not limited to, notices, consents, approvals or other general communications to the maximum extent possible. The designated Party MOA Representatives are as follows:

DSHS

Jennifer Silva
Department of State Health Services
1100 W 49th Street, MC 1990
Austin, Texas 78756
(512) 776-6567
Jennifer.Silva@dshs.texas.gov

Facility

Fire Chief Chris Biggerstaff
City of Plano, Texas
PO Box 860358
Plano, Texas 75086-0358
(972) 941-5459
ChrisBi@plano.gov

X. Notice Requirements

- A. All notices given by Facility shall be in writing, include the DSHS contract number, comply with all terms and conditions of the MOA, and be delivered to DSHS’s MOA Representative identified above.
- B. Facility shall send legal notices to DSHS at the address below and provide a copy to DSHS’s MOA Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

With copy to:
Department of State Health Services
Attn: Office of General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, Texas 78756

- C. Notices given by DSHS to Facility may be emailed, mailed, or sent by common carrier. Email notices shall be deemed delivered when sent by DSHS. Notices sent by mail shall be deemed delivered when deposited by DSHS in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by DSHS with a common carrier, overnight, signature required.
- D. Notices given by Facility to DSHS shall be deemed delivered when received by DSHS.
- E. Either Party may change its MOA Representative or Legal Notice contact by providing written notice to the other Party.

XI. Legal Authority

DSHS enters into this MOA under the authority of the following: Texas Health & Safety Code Chapters 12, 81, 771, 1001; and Texas Government Code, Chapters 418 and 531.

Facility enters into this MOA under the authority of the following: Texas Government Code, Chapter 791.

XII. Authorized Signatures

By signing, Parties acknowledge that they have read the MOA in its entirety and agree to its terms. The individuals whose signatures appear below have the requisite authority to execute this MOA on behalf of the named Party. Facility has executed this MOA pursuant to duly authorized action of the Plano City Council. DSHS has executed this MOA pursuant to the authority granted by its governing body.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE
DSHS CONTRACT NO. HHS001395100047

FACILITY

Name of CHEMPACK Site Administrator/Designee: Fire Chief Chris Biggerstaff

Title of CHEMPACK Site Administrator/Designee: Fire Chief

Business Address: PO Box 860358, Plano, Texas 75086-0358

Phone No.: 972/941-5459

Fax No.:

Email address: ChrisBi@plano.gov

By:

Name: Mark D. Israelson

Title: City Manager

Date of Execution:

DEPARTMENT OF STATE HEALTH SERVICES

By: _____

Name: _____

Title: _____

Date of Execution: _____

CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: Library
DIRECTOR: Libby Holtmann, Director of Libraries
AGENDA ITEM: Approval of an Interlocal Agreement to provide education and literacy services.
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve an Interlocal Agreement between the City of Plano and Collin County Community College District for adult education and literacy services at Plano Public Library for a period of two (2) years through September 30, 2026, with up to three (3) additional one-year renewals; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2024-0643-I) **Approved**

BACKGROUND

This recommendation is to approve an interlocal cooperation agreement between The City of Plano and Collin County Community College District for adult education and literacy services at Plano Public Library (PPL). Collin College will provide Adult Education and Literacy services including English as a Second Language (ESL) at PPL. Collin College will pay for the fees and expenses through grant funding.

Approval of this agreement will allow PPL to continue to serve the community with ESL programs as it has done for the past 16 years. These classes provide Plano's diverse community with assistance to support economic and workforce productivity.

Failure to approve this item will prevent Plano Public Library from offering ESL classes offered by Collin College for community residents.(City of Plano Contract No. 2024-0643-I)

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact; however, if fees are incurred, continuation of any contract shall be subject to Plano City Council and Collin College Board of Trustee approval. This agreement commences on the effective date through September 30, 2026 and may be renewed for up to three (3) additional one-year periods, unless terminated sooner, per the agreement.

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

ATTACHMENTS:

Description	Upload Date	Type
2024-0643-I CCCCD-Plano ESL ILA	10/30/2024	Agreement

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND
COLLIN COUNTY COMMUNITY COLLEGE DISTRICT FOR ADULT EDUCATION
AND LITERACY SERVICES**

This Agreement is made between the CITY OF PLANO, TEXAS, a home-rule municipal corporation ("Plano"), acting by and through the City Manager, and COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, a Texas public junior college ("Collin College"), acting by and through its Adult Education and Literacy Program and its authorized officers and representatives agree as follows:

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

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

WHEREAS, Collin College's Adult Education and Literacy Program, provides adult education and English as a Second Language ("ESL") instruction; and

WHEREAS, the parties desire to enter into this Agreement in which Collin College will provide adult education and literacy instruction, including ESL instruction, for community participants at one or more of Plano's library locations ("AEL Program"); and

WHEREAS, the Program is beneficial to both parties especially to Plano's Library department ("Library") who will be able to provide continuing adult education and ESL instruction to patrons of the Library; and

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

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

I. TERM

1. This Agreement shall be for a period of two (2) years commencing upon the last date of signature below (the "Effective Date") through September 30, 2026 (the "Initial Term"), unless sooner terminated as provided in Section IV. Termination.

2. This Agreement may be renewed each year at least 30 days before the anniversary of the Effective Date (each a "Renewal Term") for up to three (3) additional one-year periods, unless sooner terminated as provided in Section IV. Termination.

3. The Initial Term, in addition to any Renewal Terms, shall be collectively referred to as the "Term" of this Agreement.

4. Any renewal of this Agreement will be subject to grant funds being available to Collin College for that Renewal Term.

II. OBLIGATIONS OF THE PARTIES

A. OBLIGATIONS OF COLLIN COLLEGE

Collin College will provide adult education and literacy services during the Term of the Agreement in one or more of the following areas:

- Adult Basic Education (“ABE”) grade level 0-8.9
- Adult Secondary Education (“ASE/HSE”) grade level 9-12
- English as a Second Language (“ESL”) and Civics Education
- Transition Classes
- Career Pathways (Integrated Education and Training)
- Work-based Literacy

As part of the services provided by Collin College, Collin College agrees to:

- Provide referrals to the Library’s programs and services;
- Provide its own printer, locked cabinet, and instructional materials;
- Provide quality classes on a weekly basis;
- Maintain classroom space provided in the same condition as it was found;
- Recruit and train teachers who have at least a bachelor’s degree;
- Follow consistent enrollment, assessment and recording procedures as required by the grant awarded to Collin College for the AEL Program provided under this Agreement;
- Abide by Plano’s Library policies, rules, and regulations;
- Follow and operate the AEL Program consistent with any applicable local, state, and federal statutes and regulations including, but not limited to the Workforce Innovation and Opportunities Act;
- Communicate and inform Plano of any program schedule changes or breaks; and
- Report monthly attendance to Plano by the last day of each month.

Additionally, Collin College shall be responsible for monitoring, coordination, and supervision of the AEL Program and staff in compliance with all applicable Collin College Board policies, and local, state, and federal statutes and regulations.

B. OBLIGATIONS OF PLANO

In return for the services provided by Collin College, Plano agrees to provide the following in connection with this Agreement:

- Adequate and accessible classroom facilities to instructors and class participants;
- Adequate and secure storage space;
- Access to Wi-fi, computers, printers, and instructional fixtures (i.e. projector, screen, white board, chairs/tables);
- Assist Collin College in the publicity and promotion of the AEL Program in a coordinated and timely manner through print, online and/or personal communications to enhance community awareness and participation;

- Communicate with Collin College leadership regarding any unforeseen events preventing class from occurring; and
- Abide by terms and conditions set forth in this Agreement and to help the AEL Program comply with any applicable local, state, and federal statutes or regulations, including but not limited to:
 - Offering a minimum of two and half hours of direct instruction each session; and
 - Allow for temporary AEL Program signage as needed to help guide students to the classroom facilities.

III. FEES

During the Initial Term, no fees are expected to be incurred by the parties for providing the services detailed in this Agreement. However, if fees are incurred during the Term, Plano and Collin College herein recognize that the continuation of any contract after the close of any fiscal year of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council and Collin College's Board of Trustee approval. In the event the Collin College Board of Trustees or Plano City Council do not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

Any expenses incurred by Collin College will be paid by Collin College with the available grant funds it has received for the AEL Program. Plano is providing space in its libraries at no cost for Collin College to conduct the AEL Program classes. Collin College is conducting the AEL Program to Plano and its patrons at no cost.

IV. TERMINATION

Either party may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, terminate this Agreement, in whole or in part by giving at least thirty (30) days prior written notice thereof to other party with the understanding that all programs or services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the terminating party.

V. RELEASE AND HOLD HARMLESS

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

In the event of joint and concurrent negligence, Collin College and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses

each may have as against each other or third parties under the laws and court decisions of the State of Texas.

VI. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

VII. ENTIRE AGREEMENT

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

VIII. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other party at the following respective addresses:

Plano:

CITY OF PLANO, TEXAS
Attn: Plano Public Library
Libby Holtmann, Director
2501 Coit Road
Plano, TX 75075

Collin College:

COLLIN COLLEGE
Contract Administrator
Purchasing Department
Collin Higher Education Center
3452 Spur 399
McKinney 75069

Copy to:

COLLIN COLLEGE
Attn: Adult Education and Literacy
Marcus Freeman Sr, Program Director
4800 Preston Park Blvd.
Plano, TX 75093

IX. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

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

X. SEVERABILITY

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

XI. GOVERNING LAW AND VENUE

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

XII. INTERPRETATION OF AGREEMENT

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

XIII. REMEDIES

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

XIV. INDEPENDENT CONTRACTOR

Other than as outlined in this Agreement, Collin College shall control and direct the delivery of the AEL Program. The parties agree that nothing in the Agreement makes any employee of Collin College an employee of Plano, nor makes any employee of Plano an employee of Collin College. All employees of Collin College providing services related to this Agreement shall be solely subject to Collin College's policies and procedures.

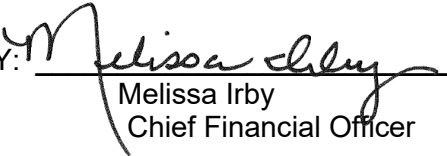
XV. SUCCESSORS AND ASSIGNS

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

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

COLLIN COLLEGE

DATE 10-25-2024

BY: 
Melissa Irby
Chief Financial Officer

APPROVED AS TO FORM:

CITY OF PLANO, TEXAS

DATE _____

BY: _____
Mark Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: Library
DIRECTOR: Libby Holtmann, Director of Libraries
AGENDA ITEM: Approval of Interlocal Agreement for Vocational Opportunities.
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve an Interlocal Agreement between the City of Plano and Collin County Mental Health Mental Retardation Center D/B/A LifePath Systems for the period of one (1) year with up to four (4) automatic twelve (12) month renewals to provide vocational opportunities to young adults with intellectual and developmental disabilities; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2025-0007-I) **Approved**

BACKGROUND

This recommendation is to approve an interlocal cooperation agreement between the City of Plano and Collin County Mental Health Mental Retardation Center D/B/A LifePath Systems, for adult work experience services/internships at Plano Public Library (PPL). PPL will provide work experience services to LifePath Systems clients. LifePath Systems will be responsible for any fees and expenses incurred through the internship period. Approval of this agreement will allow PPL to continue to serve and develop work skills for the Intellectually and Developmentally Disabled (IDD) community as it has done for the past four years. These internships provide Plano's IDD community with assistance to support economic and workforce productivity.

Failure to approve this item will deny LifePath System's clients with valuable work experience opportunities and reassign workloads to PPL staff. (City of Plano Contract No. 2025-0007-I)

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no expected financial impact on the General Fund Budget. The agreement shall be for a period of twelve (12) months and shall renew automatically each year for up to four (4) automatic additional twelve (12) month periods, unless sooner terminated as stated in the agreement.

Approval of this item supports the City's Strategic Plan Critical Success Factor of Welcoming and Engaged Community.

ATTACHMENTS:

Description	Upload Date	Type
2025-0007-I Interlocal Agreement	9/18/2024	Agreement

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS, AND COLLIN COUNTY MENTAL HEALTH MENTAL
RETARDATION CENTER D/B/A LIFEPATH SYSTEMS**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City", and **COLLIN COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER D/B/A LIFEPATH SYSTEMS**, a community center established under the provisions of Chapter 534 of the Texas Health & Safety Code, hereinafter referred to as "LifePath Systems", referred to individually as "party" and collectively as the "parties":

W I T N E S S E T H:

WHEREAS, City and LifePath Systems are local governments within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

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

WHEREAS, LifePath Systems provides adult transition services and life and employment skills to young adults with intellectual and developmental disabilities; and

WHEREAS, the parties wish to collaborate to provide vocational training opportunities to young adults with intellectual and developmental disabilities within the City's Library department ("Library") (the "Program"); and

WHEREAS, the Program is beneficial to both parties as the participants will have the opportunity to gain vocational skills, socialization opportunities, trade skills, and independent living skills and the Library will be able to deliver services or projects in a more effective and efficient way, and build relationships within the community and contribute to supporting others in the community; and

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

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

**I.
TERM**

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

II.

A. ROLES AND GENERAL RESPONSIBILITIES OF THE CITY

1. City shall designate a program liaison who will manage Program details and work with LifePath System's program manager in content and logistics planning.
2. City shall provide vocational training opportunities with the Library.
3. City will allow job coaches to be onsite to provide support throughout the Program and/or each vocational training cycle.
4. City will allow job coaches time at the Library to learn about the specific positions prior to the start of any vocational training cycle.
5. City will meet and greet with each candidate prior to the start of the vocational training cycle.

B. ROLES AND GENERAL RESPONSIBILITIES OF LIFEPATH SYSTEMS

1. LifePath Systems will recruit vocational trainees for the Program. LifePath Systems shall review and screen all vocational trainee applications and interview all potential candidates for the needed skills and requirements for each specific position.
2. LifePath Systems will assign an onsite job coach throughout the entirety of the vocational training cycle. Such job coaches are to be onsite whenever an vocational trainee is working at the Library.
3. LifePath Systems shall procure and maintain all liability insurance for job coaches and -vocational trainees involved in the Program.
4. LifePath Systems shall conduct job analysis of each position prior to the start of the vocational training cycle. Such job analysis shall assist LifePath Systems in supporting the vocational trainees in their work experience positions.
5. LifePath Systems shall coordinate the onsite meet and greet with the City.
6. LifePath Systems shall ensure that all vocational trainees follow all of the City's policies and procedures and arrive each day motivated and ready to learn.

III.

CONSIDERATION / FEES

No fees are expected to be incurred by the parties pursuant to this Agreement. However, if fees are incurred, LifePath Systems and City herein recognize that the continuation of any contract after the close of any fiscal year of City, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event the Plano City Council does not approve the appropriation of funds for this Agreement, the

Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

IV. TERMINATION

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

V. RELEASE AND HOLD HARMLESS

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

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

VI. NOTICE

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

Collin County Mental Health Mental Retardation Center D/B/A Lifepath Systems

Name:

Tammy Mahan

Title:

CEO

Address:

1515 Heritage Dr.

City/State/Zip:

McKinney, Texas 75069

City of Plano, Texas
Libraries Department
Attn: Libby Holtmann, Director of Libraries
P.O. Box 860358
Plano, Texas 75086-0358

VII.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

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

VIII.
SEVERABILITY

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

IX.
VENUE

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

X.
INTERPRETATION OF AGREEMENT

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

XI.
REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more

instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

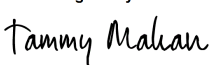
XII. SUCCESSORS AND ASSIGNS

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

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

COLLIN COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER D/B/A LIFEPATH SYSTEMS

Date: 5/24/2024 | 1:36:51 PM CDT

DocuSigned by:
By: 
C0C2602E1EE2441...
Name: Tammy Mahan
TITLE: CEO

CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: Library
DIRECTOR: Libby Holtmann, Director of Libraries
AGENDA ITEM: Approval of Interlocal Agreement for Adult Work Services and Internships.
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve an Interlocal Agreement between the City of Plano and Plano Independent School District, Solomon Center for adult work experience services/internships at Plano Public Library for a period of twelve (12) months with up to four (4) automatic twelve (12) month renewals; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2025-0085-I) **Approved**

BACKGROUND

This recommendation is to approve an interlocal cooperation agreement between the City of Plano and Plano Independent School District, Solomon Center for adult work experience services/internships at Plano Public Library (PPL). PPL will provide work experience services to Solomon Center students. Plano ISD will be responsible for any fees and expenses incurred through the internship period.

Approval of this agreement will allow PPL to continue to serve and develop work skills for the Intellectually and Developmentally Disabled (IDD) community as it has done for the past four years. These internships provide Plano's IDD community with assistance to support economic and workforce productivity.

Failure to approve this item will deny Solomon Center students with valuable work experience opportunities and reassign workloads to PPL staff. (City of Plano Contract No. 2025-0085-I)

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact; however, if fees are incurred, continuation of any contract shall be subject to Plano City Council approval. This agreement is for one (1) twelve month period and shall automatically renew, on the effective date, for an additional four (4) automatic twelve month periods unless sooner terminated, per the agreement.

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

ATTACHMENTS:

Description	Upload Date	Type
2025-0085-I PISD/Solomon ILA	10/29/2024	Agreement

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND PLANO INDEPENDEN SCHOOL DISTRICT**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City", and **PLANO INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, hereinafter referred to as "PISD", referred to individual as "party" and collectively as the "parties":

WITNESSETH:

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

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

WHEREAS, the Solomon Center, a PISD program, provides adult transition services and life and employment skills to young adults with intellectual and developmental disabilities; and

WHEREAS, the parties wish to collaborate to provide apprenticeship opportunities to young adults with intellectual and developmental disabilities within the City's Library department (the "Program"); and

WHEREAS, the Program is beneficial to both parties as the students will have the opportunity to gain to gain vocational skills, socialization opportunities, trade skills, and independent living skills and the City's Library department ("Library") will deliver services or projects in a more effective and efficient way, and build relationships within the community and contribute to supporting others in the community; and

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

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

**I.
TERM**

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

II.

A. ROLES AND GENERAL RESPONSIBILITIES OF THE CITY

1. City shall designate a program liaison who will manage Program details and work with PISD Solomon Center's program manager in content and logistics planning.
2. City shall provide apprenticeship opportunities with the Library.
3. City will allow job coaches to be onsite to provide support throughout the Program and/or each apprenticeship cycle.
4. City will allow job coaches time at the Library to learn about the specific positions prior to the start of any apprenticeship cycle.
5. City will meet and greet with each candidate prior to the start of the apprenticeship cycle.

B. ROLES AND GENERAL RESPONSIBILITIES OF PISD

1. PISD will recruit student apprentices for the Program. PISD shall review and screen all apprenticeship applications and interview all potential candidates for the needed skills and requirements for each specific position.
2. PISD will assign and onsite job coach throughout the entirety of the apprenticeship cycle. Such job coaches are to be onsite whenever an apprentice is working at the Library.
3. PISD shall procure and maintain all liability insurance for job coaches and apprentices involved in the Program.
4. PISD shall conduct job analysis of each position prior to the start of the apprenticeship. Such job analysis shall assist PISD in supporting the apprentices in their apprenticeship positions.
5. PISD shall coordinate the onsite meet and greet with the City.
6. PISD shall ensure that all apprentice follow all of the City's policies and procedures; and arrive each day motivated and ready to learn.

III. CONSIDERATION / FEES

No fees are expected to be incurred by the parties pursuant to this Agreement. However, if fees are incurred, PISD and City herein recognize that the continuation of any contract after the close of any fiscal year of City, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event the Plano City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

IV. TERMINATION

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

V. RELEASE AND HOLD HARMLESS

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

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

**VI.
NOTICE**

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

**Plano Independent School
District Representative:**

Name:
Lisa Wilson

Title:
Deputy Superintendent for Teaching Learning & Life Readiness

Address:
2700 W. 15th St

City/State/Zip:
Plano, TX

Phone/Email:
469-752-8221

**City of Plano, Texas Library
Department:**

Attn: Libby Holtmann, Director of
Library
P.O. Box 860358
Plano, Texas 75086-0358

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

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

**VIII.
SEVERABILITY**

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

**IX.
VENUE**

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

**X.
INTERPRETATION OF AGREEMENT**

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

XI. REMEDIES

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

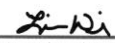
**XII.
SUCCESSORS AND ASSIGNS**

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

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

**PLANO INDEPENDENT SCHOOL
DISTRICT**

Date: Sep 25, 2024

By: 
Lisa Wilson (Sep 25, 2024 12:11 CDT)
Name: Lisa Wilson
TITLE: Deputy Superintendent for Teaching
Learning & Life Readiness
CITY OF PLANO, TEXAS

Date: _____

By: _____
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY






ILA between City of Plano libraries and PISD. - Delmy Ramirez

Final Audit Report

2024-09-25

Created:	2024-09-25
By:	Regina Poynor (regina.poynor@pisd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAANhAc-ifaLdsgQgl0t71RghrtiPBuhAZW

"ILA between City of Plano libraries and PISD. - Delmy Ramirez" History

-  Document created by Regina Poynor (regina.poynor@pisd.edu)
2024-09-25 - 5:05:52 PM GMT
-  Document emailed to Lisa Wilson (lisa.wilson2@pisd.edu) for signature
2024-09-25 - 5:08:02 PM GMT
-  Email viewed by Lisa Wilson (lisa.wilson2@pisd.edu)
2024-09-25 - 5:08:17 PM GMT
-  Document e-signed by Lisa Wilson (lisa.wilson2@pisd.edu)
Signature Date: 2024-09-25 - 5:11:06 PM GMT - Time Source: server
-  Agreement completed.
2024-09-25 - 5:11:06 PM GMT

CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: Library
DIRECTOR: Libby Holtmann, Director of Libraries
AGENDA ITEM: Approval of Interlocal Agreement to provide educational material and programming.
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve an Interlocal Agreement between the City of Plano and The University of Texas at Dallas from the effective date through July 31, 2026, with up to two (2) two-year term renewals to provide educational, practical, and creative programming; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2025-0084-I) **Approved**

BACKGROUND

This recommendation is to approve an interlocal cooperation agreement between the City of Plano and The University of Texas at Dallas (UT Dallas), for various educational programs at Plano Public Library (PPL). Under this agreement, UT Dallas faculty, staff and/or students have opportunity to provide programs related to child development and parenting, speech/language/hearing, neurodiversity, financial management concepts, STEAM topics, career exploration, and job skills training. Approval of this agreement will allow PPL to continue to collaborate with UT Dallas in serving the community, adding expertise to various educational programs. These programs provide Plano's diverse community with learning opportunities to support economic and workforce productivity.

Failure to approve this item will limit involvement of UT Dallas faculty, staff and/or students and will remove Parenting Conversations programs from the library schedule. (City of Plano Contract No. 2025-0084-I)

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact; however, if fees are incurred, continuation of any contract shall be subject to Plano City Council approval. This agreement commences on the effective date through July 31, 2026 and may be renewed for up to two (2) two-year terms unless terminated earlier by either party, per the agreement.

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

ATTACHMENTS:

Description	Upload Date	Type
2025-0084-I UTD-Plano ILA	10/29/2024	Agreement

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND THE UNIVERSITY OF TEXAS AT DALLAS

This Interlocal Agreement (the “Agreement”) is made between the CITY OF PLANO, TEXAS, a home-rule municipal corporation (“Plano”) and THE UNIVERSITY OF TEXAS AT DALLAS, a Texas state agency and a member institution of the University of Texas System located at 800 W. Campbell Road, Richardson, Texas (“UTD”), referred to individually as “party” and collectively as the “parties.”

WITNESSETH:

WHEREAS, Plano and UTD are local governments within the meaning of the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”), and

WHEREAS, the Act provides authority for local governments to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act, and

WHEREAS, UTD is an educational institution that provides its students and the community with quality education, academic research and practical community services; and

WHEREAS, Plano’s public libraries (“Plano Public Library”) has a history of providing educational, practical, and creative programming, with an emphasis on early learning, financial literacy, business & career development, science, technology, engineering, arts and math (“STEAM”), and arts & culture to its patrons; and

WHEREAS, the parties desire to enter into this Agreement in which UTD would provide educational programming (online or in person) to Plano Public Library’s patrons (“Outreach Program”).

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

I. TERM

This Agreement shall commence upon approval by the City of Plano Council (the “Effective Date”) and terminate on **July 31, 2026**. This Agreement may be renewed by the parties for up to two (2) two-year terms unless terminated earlier by either party in accordance with the terms of this Agreement.

II. PURPOSE

The purpose of this Agreement is for UTD to provide Outreach Program at or in partnership with Plano and the Plano Public Library from time to time and upon the mutual agreement of the parties. Before implementing any Outreach Program, the parties will meet to discuss and finalize the scheduling and content of such Outreach Program.

III. OBLIGATIONS OF THE PARTIES

A. UTD'S ROLES AND RESPONSIBILITIES

- Under this Agreement, UTD may provide the following types of Outreach Programs:

Educational Programs: Topics may include but not limited to early learning, speech/language/hearing, neurodiversity, financial coaching, STEAM, career exploration, and job training.

Parenting Conversations: A monthly program for parents to discuss issues related to child development and parenting in concert with a book available at the Plano Public Library. Such discussion will be facilitated by UTD online via Zoom.

Community Play Group: A playgroup facilitated by PPL where UTD faculty, staff or students may participate as community resource professionals in speech/language/hearing development, nutrition, child development, or gross motor movement.

Other Programs: Any other programs as determined by the parties that would meet the Purpose of this Agreement as outlined in Section II of this Agreement.

- UTD will provide the faculty, staff, or students to administer the Outreach Program;
- UTD shall be responsible for designing and developing the curriculum for the Outreach Program. This will include creating detailed lesson plans, selecting appropriate materials and resources, and structuring the content to ensure it meets the objectives of the Outreach Program. The curriculum will be tailored to address the needs and interests of the target audience. UTD will ensure that it adheres to relevant educational standards and best practices;
- UTD will communicate with Plano in advance of any extenuating circumstances necessitating the cancellation of a scheduled Outreach Program;
- UTD shall maintain and keep Plano facilities and property used by UTD in good repair and return the facilities and property at agreed upon time; and
- UTD shall share seasonal Plano Public Library brochure and information about applying for a library card with UTD faculty, staff, and students.
- UTD shall collaborate with Plano to determine any future Outreach Program, including content and scheduling, to be facilitated by UTD under this Agreement.

B. PLANO'S ROLES AND RESPONSIBILITIES

- Plano shall communicate and provide UTD with detailed information, plans, and expectations for any Outreach Program provided under this Agreement;

- A Plano representative shall be present at each Outreach Program. Such representative shall be responsible for maintaining and/or assisting with control of the room or online platform;
- Plano will communicate with UTD in advance of any unforeseen circumstances necessitating the closure of the library, which will result in a cancellation of a scheduled Outreach Program;
- Plano agrees to share information about free library resources to participants of the Play With Me groups and other UTD events when invited to do so by UTD; and
- Plano shall collaborate with UTD to determine any future Outreach Program, including content and scheduling, to be facilitated by UTD under this Agreement.

IV. FEES

This is a non-financial agreement between the parties. No fees are expected to be incurred by the parties pursuant to this Agreement outside of normal operating expenses. However, if fees are incurred, Plano and UTD recognize that the continuation of any contract after the close of any fiscal year of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event the Plano City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

Under this Agreement, Plano shall provide a meeting space at no cost for UTD to facilitate the Outreach Program. Plano staff time and travel cost shall be the responsibility of Plano.

V. TERMINATION

Either party may terminate this Agreement at any time without cause or penalty, in whole or in part by giving at least thirty (30) days written notice. All services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by Plano. The obligation of the parties to pay any and all fees and/or expenses, if any, incurred under this Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the parties.

VI. RELEASE AND HOLD HARMLESS

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

In the event of joint and concurrent negligence, UTD and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third

parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VII. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other party at the following respective addresses:

Plano:
CITY OF PLANO
Libby Holtmann, Director
Plano Public Library
2501 Coit Road
Plano, TX 75075

UTD:
THE UNIVERSITY OF TEXAS AT DALLAS
Rachel Berglund
Center for Children and Families
800 West Campbell Road
Richardson, TX 75080

With a Copy to:
THE UNIVERSITY OF TEXAS AT DALLAS
Office of Contracts Administration
800 West Campbell Road, MS SP2 12.502,
Richardson, TX 75080
Attn: Director, The Office of Contracts Administration
Email: oca@utdallas.edu

With a Copy to:
THE UNIVERSITY OF TEXAS AT DALLAS
Office of Purchasing
800 West Campbell Road, MS SP2 12.502
Richardson, TX 75080
Attn: Director, Purchasing
Email: purchasing@utdallas.edu

VIII. AUTHORITY TO SIGN

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

IX. SEVERABILITY

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

X. VENUE

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

XI. INTERPRETATION OF AGREEMENT

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

XII. REMEDIES

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

XIII. SUCCESSORS AND ASSIGNS

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

[INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date indicated below:

THE UNIVERSITY OF TEXAS AT DALLAS

(Read, Understood, and Approved by the Department)

By: Mandy Maguire Date: 10/29/2024
Name: Mandy Maguire
Title: Director, Center for Children and Families

THE UNIVERSITY OF TEXAS AT DALLAS

(Binding Signatory)

By: Tina Thomas Date: 10/29/2024
Name: Tina Thomas
Title: Contracts Manager

CITY OF PLANO, TEXAS

By: _____ Date: _____
Mark Israelson, City Manager

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: Environmental Health And Sustainability
DIRECTOR: Rachel Patterson, Director of Environmental Health & Sustainability
AGENDA ITEM: Approval of ILA for Stormwater Management Program.
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve an Interlocal Agreement between the City of Plano and the North Central Texas Council of Governments (NCTCOG) for the Regional Stormwater Management Program with the estimated annual expenditure of \$10,000 for Environmental Health and Sustainability; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2024-0450-I) **Approved**

BACKGROUND

The City of Plano entered into an Interlocal Agreement with the North Central Texas Council of Governments (NCTCOG) for a Regional Stormwater Management Program in 2017 and will continue to benefit from this Agreement by entering into a new Regional Stormwater Management Program contract term. The scope of services provided by NCTCOG includes assistance to the participants for administrative and implementation support of Stormwater related activities and the cost-share arrangement for funding of this effort.

This Regional Stormwater Management Program contract will be in place through September 30, 2029.
(City of Plano Internal Contract No. 2024-0450-I)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Environmental Quality Budget. The request is for the Regional Stormwater Program through North Central Texas Council of Governments (NCTCOG). This contract is for an initial term of one (1) year, with four (4) automatic renewals. The anticipated total expenditure would be \$50,000; FY 2024-25 \$10,000, FY 2025-26 \$10,000, FY 2026-27 \$10,000, FY 2027-28 \$10,000 and FY 2028-29 \$10,000. All future year expenditures will occur within council approved appropriations.

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

ATTACHMENTS:

Description	Upload Date	Type
2024-0450-I Stormwater ILA	10/30/2024	Agreement
Stormwater LOA	10/30/2024	Agreement

THE STATE OF TEXAS

THE COUNTY OF COLLIN

INTERLOCAL AGREEMENT FOR
REGIONAL STORMWATER MANAGEMENT PROGRAM

THIS INTERLOCAL Agreement ("Agreement") effective October 1, 2024 through September 30, 2029, is entered into between the **City of Plano**, a municipal corporation duly incorporated under the Constitution and laws of the State of Texas acting by and through its respective City Council; the North Central Texas Council of Governments ("NCTCOG"), a political subdivision of the State of Texas acting by and through its Executive Board; and other governmental entities consenting hereto,

WITNESSETH

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "ACT"), cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and,

WHEREAS, NCTCOG has been coordinating a Regional Stormwater Management Program with local governments to gather data and information, perform analyses, and develop programs to address stormwater quality issues affecting the waters of North Central Texas; and,

WHEREAS, the inclusion of other entities in a regional strategy to address stormwater quality issues will benefit not only the new participants, but also those that have been participating in the regional program in the past; and,

WHEREAS, the parties to this Agreement understand that entering into this Agreement in no way obligates any party to participate in any joint project without the express approval of the party;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and subject to the conditions herein set forth, the parties agree and bind themselves as follows:

ARTICLE 1. - PURPOSE OF AGREEMENT

The purpose of this Agreement is to accomplish a broad range of objectives that may include, but are not limited to, the following:

- Assist with development of an expanded, comprehensive, and coordinated regional strategy for managing stormwater in North Central Texas. The work program for fiscal year 2025 is attached to this Agreement as “Exhibit A.” The work program will be amended and approved each fiscal year.
- Identify and facilitate opportunities for regional cooperation that will assist participants in meeting state and federal requirements for improving water quality.
- Assist with development of annual stormwater management plans and programs and performance reports, as may be required by US EPA and/or TCEQ.
- Identify and pool local funds for joint projects among two or more parties where interest is not shared with all participants.
- Provide regular forums for communication and discussion to share and advance ideas on the regional strategy and to share up-to-date information—such as new state and federal regulations on water quality related issues; examples of stormwater permits and programs from across the state, US EPA Region 6, and elsewhere; and to present cooperative successes whenever opportunity arises at state and national conferences.
- Continue the cooperative monitoring program—funded by Phase I participants for implementation of a regional monitoring network to meet permit requirements; analyze and report monitoring results; and explore opportunities for an expanded cooperative monitoring program in future years to address future needs.
- Coordinate training opportunities—such as the Dry Weather Field Screening Training and other opportunities as they arise.
- Engage consultant assistance, as necessary and as requested by participants, to conduct more detailed technical studies on selected issues.
- Undertake other activities relating to the Regional Stormwater Management Program as identified by the work program and/or Regional Stormwater Management Coordinating Council.

ARTICLE 2. - ADMINISTRATIVE AND POLICY STRUCTURE

The administrative and policy structure under this Agreement is as follows:

- The Regional Stormwater Management Coordinating Council will provide policy guidance for the cooperative program and make recommendations to the governing bodies of the parties. Due to their heavy involvement in NPDES and TPDES permitting activities, both past and present, and their larger geographic coverage, each of the eight (8) TPDES Phase I parties to this Agreement will be entitled to appoint one senior staff as a voting representative to the Regional Stormwater Management Coordinating Council. Additionally, there will be three (3) Phase II MS4 representatives, referred to as Watershed Representatives, from each of the four (4) major watersheds that have been delineated in the region in the combined urbanized areas of North Central Texas appointed to the Regional Stormwater Management

Coordinating Council. Only one representative from each entity may serve concurrently as a Watershed Representative. The four major watersheds are divisions of the Upper Trinity River and are known as the Mainstem, West Fork, Elm Fork, and East Fork. If a cost sharing community or entity is located outside of these four (4) major watershed areas, they will be represented within the Mainstem watershed. NCTCOG will be a non-voting member on the Council.

Regional Stormwater Management Coordinating Council (20 members + NCTCOG staff)	
8 Phase I Representatives	12 Additional Watershed Representatives
Arlington, Dallas, Fort Worth, Garland Irving, Mesquite, Plano, North Texas Tollway Authority	3 Representatives from each of 4 watershed areas: East, Elm, Main, West

- The Regional Stormwater Management Coordinating Council may appoint whatever additional supporting subcommittees it deems necessary and desirable.
- NCTCOG will be the administrative agent under the Agreement pursuant to the Intergovernmental Cooperation Act. NCTCOG will submit an annual coordinated work program and budget for Regional Stormwater Management Coordinating Council approval. The Coordinating Council will approve the basis for determining the annual share of contributions for NCTCOG administrative and technical services by each party with cost allocations to be determined through Coordinating Council consensus. A separate "Letter of Authorization" for each consecutive fiscal year from October 2024 through September 2029, will be obtained for administration and implementation support of stormwater-related activities included in this Agreement. The approved budget for the Regional Stormwater Management Program for fiscal year 2025 is \$308,307. This budget is cost-shared among participants. Cost share allocations for fiscal year 2025 are attached to this Agreement as "Exhibit B." The budget will be approved and cost shares will be allocated each fiscal year.
- Each work element beyond NCTCOG administrative and technical services will be cost-shared by one or more interested parties to this Agreement under whatever basis is appropriate to that work element. The cost for any additional NCTCOG support beyond the annual administrative and technical services will also be incorporated into the work program.
- This Agreement in itself does not obligate participating parties to cost-share any work elements proposed as part of the annual work program. Annual funding commitments for participating parties will be secured separately from this Agreement as part of the annual process for developing a work program and budget.
- This Agreement is recognized as a supplemental level of service, and is not intended to duplicate or diminish the products, assistance, representation, or services received by participating entities through NCTCOG membership.
- The Regional Stormwater Management Coordinating Council may seek funding and approve cooperative planning and/or implementation activities among the parties, with state and federal agencies, and with any other public or private entities to accomplish the purposes of this Agreement.

ARTICLE 3. - PAYMENTS

In accordance with the Interlocal Cooperation Act, the parties will make payments for goods or services rendered under this Agreement from available current revenues. NCTCOG will invoice

the party for its cost share portion associated with the work program, and the party shall remit the amount of the invoice to NCTCOG within thirty (30) calendar days of receipt of the invoice. In the event that the party does not accept the goods or services or finds an error in the invoice, the party shall notify the NCTCOG Manager who is responsible for executing this program as soon as possible within the 30-calendar day period, and shall make payment not less than ten (10) calendar days after the problem(s) are corrected or the error is resolved to the satisfaction of all parties. In the event that payment of invoiced goods or services is not received by the NCTCOG within 30 calendar days of receipt of the accepted invoice, NCTCOG is authorized to charge the party interest in accordance with the Prompt Payment Act. Parties that do not pay will not receive the benefits outlined in Article 1 or the annual work program (fiscal year 2025 work program is attached as "Exhibit A").

ARTICLE 4. - ADDITIONAL PARTIES

Additional political subdivisions within or serving the North Central Texas region may become parties to this Agreement by approving the terms and conditions of this Agreement and affixing hereto the signature of its authorized representative indicating the date of approval of this Agreement by said entity.

ARTICLE 5. - RENEWAL AND AMENDMENTS

This Agreement will be in effect for one year from the effective date of this Agreement, and will be considered automatically renewed for each succeeding year through the year 2029. A party may withdraw from this Agreement, through a vote of its governing body, provided that it has notified the Executive Director of NCTCOG of such action in writing at least 60 days before its intended withdrawal date. Amendments may be made to this Agreement upon the approval of the governing bodies of all parties to this Agreement.

ARTICLE 6. - SEVERABILITY CLAUSE

If any provision of this Agreement or any application hereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

ARTICLE 7. - GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas pursuant to the Uniform Grant Management Standards (<http://governor.state.tx.us>)

ARTICLE 8. - INDEMNIFICATION

It is agreed that no party to this Agreement shall be responsible for the acts of another party to this Agreement, and each party participating herein indemnifies, releases, and holds all other participating parties harmless for all acts of its own officers, officials, agents, and employees acting hereunder, to the full extent permitted by law.

ARTICLE 9. - FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or

duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 10. - WHOLE AGREEMENT

This Agreement, as provided herein, constitutes the complete contract between the parties hereto regarding the subject matter herein described, and supersedes any and all prior oral and written agreements between the parties relating to the matters herein.

ARTICLE 11. - RECORDS RETENTION

Records shall be retained by NCTCOG for at least THREE (3) YEARS following the closure of the most recent audit report and until any outstanding litigation, audit, or claim has been resolved.

ARTICLE 12. - MISCELLANEOUS

It is expressly understood and agreed that in the execution of this Agreement neither the parties to this Agreement nor NCTCOG waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. Also, this Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by both parties.

By entering into this Interlocal Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.

Authorized Signature

Mike Eastland
Executive Director
North Central Texas
Council of Governments

Name (please print)

Title

Agency

Date

Date

Attch: Exhibit A – FY25 NCTCOG Work Program
Exhibit B – FY25 Funding and Cost-Share Allocations

EXHIBIT A
North Central Texas Council of Governments
Regional Stormwater Management Coordinating Council
Fiscal Year 2025 Work Program
October 1, 2024 to September 30, 2025

Introduction

This Annual Work Program has been developed under the direction of the Regional Stormwater Management Coordinating Council (RSWMCC) as part of a regional unified approach to addressing state and federal stormwater quality regulations, and to support regional stewardship of the urbanized surface waters of North Central Texas. A Regional Policy Position on Managing Urban Storm Water Quality was created in 1999 by the RSWMCC to provide guidance for the regional strategy, setting out the key elements for a cooperative and comprehensive regional approach to stormwater management. Roundtables and Task Forces propose new tasks for the upcoming work program. These ideas are presented, along with budget recommendations, for endorsement by the full RSWMCC.

Ongoing Support Activities of the RSWMCC

Ongoing Support Activities may include, but are not limited to: coordination and facilitation of Council, Task Forces, Roundtables, workshops, and other meeting types; providing administrative support to the Council, Roundtables, and Task Forces; performing general liaison functions with TCEQ and other regulatory agencies including tracking of regulatory information; assisting with Stormwater Management Plans (SWMP); representing the regional program at local, state, or national conferences as feasible; hosting training such as *Storm Water Pollution Prevention During Construction* and other stormwater related trainings; hosting county roundtables as needed; seeking grant funding for additional programs or projects; supporting and maintaining the regional stormwater website and maintaining a case study library of resources and tools; ensuring coordination with other watershed programs to convey related pertinent information (i.e. integrated Stormwater Management, Total Maximum Daily Load Implementation Plan, Impaired Waters, Water Quality Management Plan, and others); serving as an information clearing house and resource center; and providing public education and outreach.

RSWMCC Focus Area

The goal of the RSWMCC focus area is to provide regional resources for the planning and implementation of stormwater best management practices (BMP) in North Central Texas. The RSWMCC will address common challenges and barriers associated with implementing stormwater BMPs in communities including:

- Program administration costs
- Lack of policy guidance
- Regulatory barriers
- Development community involvement
- Understanding of the topic

Additionally, based on a **2019** NCTCOG regional stormwater survey, the top three minimum control measures (MCM) that entities are challenged with implementing are MCM 3: Construction Site Stormwater Runoff Control (81%); MCM 4: Post-construction Stormwater management in new development and redevelopment (73%); and MCM 1: Public Education,

Outreach, and Involvement (54%).

In response to changes with the 2024 Phase II/Small MS4 Permit renewal, NCTCOG issued a regional stormwater survey to collect feedback from members on its impact. Notable changes in the draft permit renewal included splitting out MCM 1: Public Education, Outreach, and Involvement into separate MCMs - MCM 1: Public Education and Outreach and MCM 2: Public Involvement/Participation - with an adjustment to the numbering of the subsequent MCMs. Responses to this survey will be reviewed and inform the ongoing implementation of regional resources and programs and help guide the support of member's needs.

RSWMCC will develop resources and provide training to address these common challenges and minimum control measures, and will include activities directed by the RSWMCC such as:

- Providing Workshops, Webinars, and Training for Diverse Audiences (management, city leadership, inspectors, etc.)
 - Inspector training for all inspection types (e.g. post-construction, industrial, etc.)
 - Policy, enforcement, and maintenance of construction and post-construction stormwater management activities
 - Funding of stormwater projects and replacement of aging stormwater infrastructure
 - Increasing outreach and awareness to the development community
 - Coordinate regional roundtables on a variety of topics of interest to the members.
- Coordination with the Public Works Council and Integrated Stormwater Management Subcommittee (iSWM) on creation of standard details for stormwater infrastructure and best management practices
- Coordination with PETF and partner organizations to increase public awareness of stormwater management challenges
- Develop regional recommendations for stormwater management (e.g. model ordinances, model contractors, guidance documents, templates, checklists, etc.)
- Provide regional mini-conference or events to share information and improve knowledge amongst North Central Texas communities and partners
- Support the formation of ad hoc committee(s) to assist addressing changes to MCMs with upcoming MS4 General Permit renewal.

Task Force Activities:

Public Education Task Force

The Public Education Task Force supports a unified stormwater public education message for the region while maintaining the uniqueness of individual municipal programs. It also offers educators an opportunity to explore areas of mutual cooperation and to learn from each other's programs. In support of the Public Education Task Force, NCTCOG staff will:

- Conduct at least four Public Education Task Force meetings.
- Coordinate and support Texas SmartScape activities, including those related to the annual March Is Texas SmartScape Month initiative (e.g., creating PSA images and a newsletter template).
- Maintain the Texas SmartScape website and analyze the website for areas to improve, such as to increase the click-through rate and keep visitors engaged longer.
- Support seasonal campaigns covering stormwater-related topics such as the proper disposal of pet waste (e.g., supporting the Do the Right Thing Photo Contest and campaign), yard waste (e.g., providing sample social media posts and/or educational video), used cooking oil (e.g., informing the group about the Wastewater And Treatment Education Roundtable's activities for the annual Holiday Grease Roundup), and general stormwater issues.

- Conduct the annual North Texas Community Cleanup Challenge and Mayors' Challenge and produce associated materials such as a wrap-up report and/or infographic.
- Document information for initiatives conducted by the Public Education Task Force in Public Education Activity Reports for participants' permit report periods, including web statistics for www.txsmartscape.com, www.communitycleanupchallenge.com, and appropriate www.dfwstormwater.com webpages.
- Explore and support other educational campaigns as feasible.
- Help develop initiatives for future work programs.
- Special Projects for FY25: Continue to explore solutions to complete the Special Project videos and TEKS aligned teacher support materials on identified stormwater topics.
 - Coordinate with IDDE Roundtable on updates to the Yard Waste brochures for Homeowners and Businesses.
 - Coordinate with IDDE Roundtable on development of "checkbox" style doorhangers for residential enforcement and education.
 - Host a Show and Tell event(s) for members to share their public education and outreach presentations for students and/or the public along with favorite outreach and giveaway items.

Illicit Discharge Detection and Elimination (IDDE)

Local governments need an increased array of tools such as training programs, inspection methods, or monitoring and tracking procedures for addressing businesses and citizens that may be contributing to contaminated discharges in stormwater.

- Conduct at least three meetings in a roundtable format of the IDDE Roundtable, with a focus on trainings or other needs identified by the participants.
- Hold Dry Weather Field Screening Training and Industrial Inspectors Training, as feasible.
- Help develop initiatives for future work programs.
- Special Project for FY25: Development of door hangars for use in inspection and enforcement of yard waste related illicit discharges. This will build off the yard waste brochures that were previously developed by RSWMCC.

Municipal Pollution Prevention (P2)

Local governments will lead by example if they are to succeed in changing the practices and habits of businesses and residents. The goal of governments should be to prevent or reduce pollutant runoff from municipal operations including streets, highways, municipal parking lots, maintenance facilities, storage yards, and waste transfer stations. This Roundtable offers an opportunity for participants to learn from each other's programs and to coordinate efforts in meeting the training component of permit requirements. In support of this Roundtable, NCTCOG staff will:

- Conduct at least three meetings in a roundtable format of the P2 Roundtable, with a focus on training or other needs identified by the participants.
- Coordinate one peer-to-peer exchange opportunity, such as a site tour/mock self-inspection or a BMP Show and Tell, as feasible.
- Help develop initiatives for future work programs.
- Special project for FY2025: Continue BMP Poster Template refresh to include updated photos.

Regional Stormwater Monitoring Task Force

NCTCOG is in preparation of facilitating the implementation of a new program term TCEQ-approved monitoring program that is based on in-stream monitoring of selected watersheds. Phase I entities will use the tracking of long-term water quality trends and effectiveness of BMP implementation in meeting requirements of their permits. The costs of the contractor required for this program are provided by the participating entities.

- Oversee consultant procurement activities as necessary to initiate the new contract term
- Negotiating contracts and billings for new program/contract monitoring services
- Maintain communication with Monitoring Task Force on future consultant activities
- Maintain www.dfwstormwater.com site with sampling updates and data
- Conduct Monitoring Task Force meetings as needed
- Complete annual regional monitoring report and submit to TCEQ by deadline during years when a report is required.

Cost Summary

Costs of NCTCOG services for the above referenced work program activities equal \$308,307 as referenced in Exhibit B, which will be cost-shared among active participants in the traditional manner.

EXHIBIT B

North Central Texas Council of Governments Regional Stormwater Management Coordinating Council FY2025 Work Program Budget

In August 2024, the Regional Stormwater Management Coordinating Council (RSWMCC) was presented with the FY2025 Work Program at a funding level of \$308,307. Completion of the full work program is contingent upon receiving this level of funding from participating local governments. The budget is presented in the table below.

Category	Justification	Total Project
Personnel/Salary	Salary for planning staff and management oversight, and administrative, fiscal, and technology support staff.	\$ 140,000
Fringe Benefit Rate	47.8% of salary. (Projected Estimate)	\$ 66,920**
Travel	In-region travel for project meetings, conducting presentations, and providing support to program participants. Out-of-region travel to meet with TCEQ as needed, attend the annual EPA Region 6 MS4 conference, and possibly one national conference.	\$ 5,000
Supplies	Consumable supplies.	\$ 1,000
Contractual	<i>* The contract for our monitoring program consultant is covered under separate sub-program agreements</i>	\$ 0*
Other Direct	Printing, copying, mailing, postage, GIS, network services, room rental, rent, communications.	\$ 58,762
Indirect Cost Rate	A 17.7% indirect rate is applied to the sum of salaries and fringe benefits.	\$ 36,625**
Total Budget Expenses		\$308,307

**Final adjustments to rates pending and will be updated on the budget table of the FY25 Work Program.

**Regional Stormwater Management Program
of North Central Texas:
North Central Texas Council of Governments (NCTCOG)
FY2025 Administrative and Implementation Assistance**

The NCTCOG and the **City of Plano** (hereafter referred to as the "participant") have executed an Interlocal Agreement to provide a structure through which the participants can pursue initiatives that assist with the Regional Stormwater Management Program. The Interlocal Agreement established a structure by which a Regional Stormwater Management Coordinating Council may identify specific activities to be carried out by NCTCOG, and/or professional agencies, with cost allocations to be determined through Coordinating Council consensus. The participants to this agreement have reviewed the NCTCOG proposed work plan for FY2025, which includes NCTCOG assistance to the participants for administrative and implementation support of stormwater related activities and the cost-share arrangement for funding of this effort.

In accordance with Article 2, Paragraph 5 of the Interlocal Agreement, the purpose of this letter is to authorize the participant's cost-share of **\$10,000.00** for the FY2025 Work Program.

Execution of this Letter of Authorization is considered a formal part of the Interlocal Agreement and obligates the participant's cost share as identified above. Once executed, billing of the participant by NCTCOG for these services will be initiated. NCTCOG will invoice the participant for its cost share portion associated with the FY2025 work program, and the participant shall remit the amount of the invoice to NCTCOG within thirty (30) calendar days of receipt of the invoice. In the event that the participant does not accept the goods or services or finds an error in the invoice, the participant shall notify the NCTCOG Manager who is responsible for executing this program as soon as possible within the 30 calendar day period, and shall make payment not less than ten (10) calendar days after the problem(s) are corrected or the error is resolved to the satisfaction of all parties. In the event that payment of invoiced goods or services is not received by the NCTCOG within 30 calendar days of receipt of the accepted invoice, NCTCOG is authorized to charge the participant interest in accordance with the Prompt Payment Act. Participants that do not pay will not receive the benefits outlined in the FY2025 work program.

Work under this program will be carried out from October 1, 2024, through September 30, 2025. It may become necessary for work to continue beyond September 30, 2025, in order to complete the authorized FY2025 work program. However, costs for the work program will not exceed the participant's cost-share as agreed to in this authorization letter.

Each individual signing this Letter of Authorization on behalf of a participant warrants that he or she is legally authorized to do so and that the participant is legally authorized to perform the obligations undertaken. The undersigned represent the agreement of NCTCOG and the City of Plano to these provisions.

Authorized Signature

Mike Eastland, Executive Director

North Central Texas Council of Governments

Name (please print)

Date

Date

CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024

DEPARTMENT: Special Projects

DIRECTOR: Peter Braster, Director of Special Projects

AGENDA ITEM: Purchase and Sale Agreement for the \$19,001,743 purchase of property at the southeast corner of Legacy Drive and Headquarters Drive for a future park site

RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Consideration to approve a Purchase and Sale Agreement between the City of Plano and CCI-D 6501 Legacy Owner, LLC, a Delaware limited liability company, for the acquisition of property as a future park site at the southeast corner of Legacy Drive and Headquarters Drive; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

City of Plano staff has been in negotiations with the property owner of the former J.C. Penney Campus now known as the Park at Legacy since July 2024 to acquire property at the southeast corner of Legacy Drive and Headquarters Drive for a future park site. The result of these negotiations is a Purchase and Sale Agreement for 5.132 acres at the identified location with the following key terms:

- The City of Plano will pay \$19,001,743 for the property in its present condition.
- The City commits to a 9 week feasibility period followed by a closing period of 2 weeks.
- Future use of the property will be deed restricted to use as a public park and require the City to maintain the park in a first-class manner at or above the standard of other parks within the City of Plano, as well as develop the park property in a manner consistent with surrounding properties within Legacy West.
- The City will either construct or participate in the construction of internal drives that delineate the park property, including on-street parking. The agreement states the City intends to construct the internal drives, with the Seller entitled to credit against future City fees associated with its development should it construct the internal drives.
- The Seller will deposit \$400,000 funds in escrow as fiscal surety to ensure completion of the internal drives, to be released upon the internal drives being open to vehicular traffic or the City undertaking construction of the internal drives.
- The City agrees to install a screen wall, fence with landscaping or other landscape buffers required by the City's Subdivision Ordinance relating to park screening requirements.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for the purchase of 5.132 acres at the southeast corner of Legacy Drive and Headquarters Drive is budgeted in the Park Improvements CIP for FY 2024-25 in the amount of \$4,000,000, with the remaining funding available via a donation from Toyota Motor North America, which has been submitted via a companion item for approval.

ATTACHMENTS:

Description	Upload Date	Type
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COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: CCI-D 6501 Legacy Owner, LLC, a Delaware limited liability company

Address: 500 N Capital of Texas Hwy, Building 1, Suite 200, Austin, TX 78746

Phone: 512-628-2766

E-mail: alodeesen@capitalcommercial.com

Mobile: 561-252-3867

Fax or Other: _____

Buyer: City of Plano, Texas

Address: P.O. Box 860358, Plano, Texas 75086

Phone: 972-941-5220

E-mail: matthewy@plano.gov

Mobile: _____

Fax or Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in Collin County, Texas at Southeast corner of Legacy Drive and Headquarters Drive (address) and that is legally described ~~on the attached Exhibit~~ or as follows:

5.132 acres, more or less, out of Lot 5R, Block E, Replat Legacy West Addition, Lots 2R, 5R, & 8, Block E, an addition to the City of Plano, Collin County, Texas, according to the plat recorded in Cabinet 2018, Page 654, Map Records of Collin County, Texas, as more particularly described by metes and bounds on Exhibit A attached hereto.

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- ~~(2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and~~
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing \$ 19,001,743.20

(2) Sum of all financing described in Paragraph 4 \$ _____

(3) Sales price (sum of 3A(1) and 3A(2)) \$ 19,001,743.20

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☒ (1) The sales price will not be adjusted based on a survey.
☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

- ☐ (i) square foot of ☐ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- ☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) _____

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** ~~Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:~~

- ☒ A. Third Party Financing: ~~One or more third party loans in the total amount of \$ _____~~
This contract:
☒ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- ☐ C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ 150,000.00 as earnest money with Title Partners, LLC (title company) at 5220 Spring Valley Rd Ste 400 Dallas TX 75254 (address) Megan P. Moore (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy. option and
- ☒ (b) ~~will~~^{may} be amended to read "shortages in areas" at the expense of ☒ Buyer ☐ Seller.
- (3) Within 5 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 5 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☒ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 20 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will

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satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. ~~The closing date will be extended as necessary to provide such time to cure the objections.~~ If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

AS IS

- A. Present Condition: Buyer accepts the Property in its present condition ~~except that Seller, at Seller's expense, will complete the following before closing:~~ SEE SPECIAL PROVISIONS ADDENDUM

- B. Feasibility Period: Buyer may terminate this contract for any reason within 63 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- ☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of _____ days by delivering \$ _____ to the title company as additional earnest money.

- (a) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

- (b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:
- (i) The additional independent consideration.
 - (ii) *(Check no boxes or only one box.)*
☐ all or ☐ \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. ~~Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph.~~ This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 5 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: *(Check all that apply.)*
- ☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
 - ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
 - ☐ (e) plats of the Property;
 - ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
 - ☐ (g) _____

~~(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)~~

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

~~This Paragraph 7D(2) survives termination of this contract.~~

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES: THERE ARE NO LEASES AFFECTING THE PROPERTY.

~~A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:~~

- ~~(1) any failure by Seller to comply with Seller's obligations under the leases;~~
- ~~(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;~~
- ~~(3) any advance sums paid by a tenant under any lease;~~
- ~~(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and~~
- ~~(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.~~

~~B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1038 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

9. BROKERS: NONE.

~~A. The brokers to this sale are:~~

Principal Broker: _____	Cooperating Broker: _____
Agent: _____	Agent: _____
Address: _____	Address: _____
Phone & Fax: _____	Phone & Fax: _____
E-mail: _____	E-mail: _____
License No.: _____	License No.: _____

Principal Broker: (Check only one box)
☐ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☐ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
☐ _____ % of the sales price.
☐ _____

Cooperating Broker a total cash fee of:
☐ _____ % of the sales price.
☐ _____

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

~~C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.~~

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before ~~the later of:~~

(1) ☒ 14 days after the expiration of the feasibility period.
☐ _____ (specific date).
☐ _____

~~(2) 7 days after objections made under Paragraph 6C have been cured or waived.~~


B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

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C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, ~~unless securing loans Buyer assumes;~~
- ~~(2) without any assumed loans in default; and~~
- (3) with no persons in possession of any part of the Property ~~as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.~~

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- ~~(2) an assignment of all leases to or on the Property;~~
- (3) to the extent assignable, an assignment to Buyer of  any licenses and permits related to the Property;
- (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- ~~(3) sign and send to each tenant in a lease for any part of the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;~~
- ~~(4) sign an assumption of all leases then in effect; and~~
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition ~~with any repairs Seller is obligated to complete under this contract,~~ ordinary wear and tear excepted. ~~Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.~~

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

SEE SPECIAL PROVISIONS ADDENDUM ATTACHED HERETO.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, ~~other than those liens assumed by Buyer~~, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) ~~Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants~~ will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) ~~If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.~~

~~B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.~~

~~C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.~~

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy~~(ies)~~, may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure only if Buyer fails or refuses to sign a release acceptable to the title company.

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Initialed for Identification by Seller PMD and Buyer _____

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~~except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or~~
~~(Check if applicable)~~

☐ ~~enforce specific performance, or seek such other relief as may be provided by law.~~

B. If, without fault, Seller is unable within the time allowed to deliver ~~the estoppel certificates, survey or the~~ commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may: ☐ as its sole remedies:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, ~~or seek such other relief as may be provided by law, or both.~~

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may: ☐ as its sole remedies:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.

~~**17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.~~

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

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~~F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.~~

G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

**SEE SPECIAL
PROVISIONS
ADDENDUM**

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).

☐ B. Except as otherwise provided in this contract, Seller is not aware of:

- (1) any subsurface structures, pits, waste, springs, or improvements;
- (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
- (3) any environmental hazards or conditions that materially affect the Property;
- (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
- (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
- (6) any wetlands, as defined by federal or state law or regulation, on the Property;
- (7) any threatened or endangered species or their habitat on the Property;
- (8) any present or past infestation of wood-destroying insects in the Property's improvements;
- (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
- (10) any condition on the Property that violates any law or ordinance.

~~(Describe any exceptions to (1) (10) in Paragraph 12 or an addendum.)~~

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.

☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

~~**21. DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.~~

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this

contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- ☒ (1) Property Description Exhibit identified in Paragraph 2;
- ☐ (2) Commercial Contract Financing Addendum (TXR-1931);
- ☐ (3) Commercial Property Condition Statement (TXR-1408);
- ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
- ☐ (6) Addendum for Coastal Area Property (TXR-1915);
- ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- ☐ (8) Information About Brokerage Services (TXR-2501);
- ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
- ☐ (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
- ☒ (11) **SPECIAL PROVISIONS ADDENDUM**

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer ☐ may ☒ may not assign this contract. ~~If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.~~

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before

the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on November, 2024, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: SEE SELLER'S SIGNATURE PAGE ATTACHED
HERETO

Buyer: CITY OF PLANO, TEXAS

By: 
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____

Cooperating Broker: _____

By: _____

By: _____

ATTORNEYS

Seller's attorney: William D. Brown
Sneed, Vine & Perry

Buyer's attorney: Michelle D'andrea
Deputy City Attorney

Address: 2705 Bee Caves Rd Ste 160
Austin TX 78746

Address: 1520 K Avenue
Plano, Texas 75074

Phone & Fax: 512-494-3127

Phone & Fax: 972-941-7125

E-mail: bbrown@sneedvine.com

E-mail: michelled@plano.gov

Seller's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Seller.
☒ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Buyer.
☒ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ 150,000.00 in the form of _____ on _____.

Title company: Title Partners, LLC

Address: 5220 Spring Valley Rd, Ste 400
Dallas, TX 75254

By: _____

Phone & Fax: 214-987-6793

Assigned file number (GF#): _____

E-mail: megan.moore@titlepartnersllc.com

Exhibit "B"

SPECIAL PROVISIONS ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

This is a Special Provisions Addendum ("Addendum") to that certain Commercial Contract - Unimproved Property ("Base Form") by and between CCI-D 6501 Legacy Owner, LLC, as Seller, and the City of Plano, Texas, as Buyer, for the purchase and sale of approximately 5.132 acres in Collin County, Texas, as more particularly described in Exhibit A attached to the Base Form. This Addendum is incorporated into and is part of the Base Form. Wherever the terms of this Addendum are inconsistent with the terms of the Base Form, the terms of this Addendum shall control. The Base Form, this Addendum, the Exhibits and any other addenda or exhibit attached hereto are hereinafter collectively referred to as the "Contract". Seller and Buyer may be sometimes individually referred to as a "Party" or collectively as the "Parties".

1. "AS IS, WHERE IS" CONVEYANCE. BUYER ACKNOWLEDGES AND AGREES THAT PRIOR TO THE CLOSING, BUYER HAS CONDUCTED, OR WILL HAVE THE OPPORTUNITY TO CONDUCT, A COMPLETE AND THOROUGH INSPECTION, INVESTIGATION AND EVALUATION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO AN ENVIRONMENTAL INVESTIGATION, AND CONDUCT SUCH OTHER TESTS AND INVESTIGATIONS AS BUYER DEEMS NECESSARY OR DESIRABLE. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS CONTRACT AND SELLER'S SPECIAL WARRANTY OF TITLE CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING ("SELLER'S LIMITED REPRESENTATIONS"), BUYER WILL RELY SOLELY ON BUYER'S INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY, AND WILL NOT RELY ON ANY INFORMATION PROVIDED BY SELLER IN DETERMINING WHETHER TO PURCHASE THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S LIMITED REPRESENTATIONS, SELLER HAS NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, OR BUYER'S ABILITY TO DEVELOP OR OTHERWISE USE THE PROPERTY, AND SELLER WILL CONVEY THE PROPERTY TO BUYER AT CLOSING "AS IS, WHERE IS", AND "WITH ALL FAULTS", AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE HABITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR USE.

2. Non-Waiver Provision. Nothing in this Contract will be construed as a waiver or relinquishment by Buyer of its right to claim such exemptions, privileges, and immunities as may be provided by law or the Constitution of the State of Texas.

3. Prohibition on Violation of State Law and Constitution. Notwithstanding anything to the contrary in this Contract, Seller and Buyer agree Buyer shall not be required to perform any act or refrain from any act if that performance or non-performance would constitute a violation of the Constitution or laws of the State of Texas, and no provision in this Contract shall constitute a waiver of Buyer's sovereign immunity to suit.

4. Property Restricted to Use as Parkland for the Benefit of the Public. Buyer agrees that at Closing, the Property will be permanently restricted to use solely as parkland for the benefit of the public. It is an essential part of the consideration to Seller, and Seller's agreement to sell the Property to Buyer is conditioned on Buyer permanently using the Property solely as parkland for the benefit of the public (the

“Parkland Condition”). Seller and Buyer agree the Deed delivered by Seller to Buyer at Closing shall contain a restrictive covenant limiting use of the Property for the limited parkland purposes described below (collectively, the “Parkland Restrictions”), which Parkland Restrictions will run for the benefit of the Parks at Legacy, and in addition thereto, the real property containing approximately 48.58 acres described in a Special Warranty Deed to Toyota Motor North America, Inc., recorded in Documents No. 20140625000649890 of the Official Public Records of Collin County, Texas, and more particularly described by metes and bounds on Exhibit C attached hereto (the “Additional Benefitted Land”). It is Seller and Buyer’s express intent that the Property is permanently and forever encumbered by the Parkland Restrictions, and if Buyer, through political action, election or otherwise, attempts to change the use of the Property for other than parkland, then the owner of all or part of the Additional Benefitted Land or the owners of all or part of the Seller’s Project, shall have the express right, in public venues, the media, or otherwise, to inform the general public (and remind the City of Plano and its duly elected representatives, staff and employees) of the Parkland Condition, the Parkland Restrictions, and the stated express desire and intent of the parties that the Property be permanently and forever encumbered by the Parkland Restriction. The Parkland Restrictions in the Deed shall include the following: (a) a perpetual obligation by Buyer to maintain the Property in a first-class manner at or above the highest standard of quality to which other parks and park property are within the City of Plano; (b) Buyer’s obligation to install landscaping, tall native trees and shrubbery along Legacy Drive and Headquarters Drive, and to provide abundant green space and foliage to create a peaceful, relaxed setting on the Property when the Buyer undertakes development of the Property; (c) Buyer’s obligation to install and maintain winding walking paths and/or trails, shade structures, and limited seating areas and picnic tables on the Property when the Buyer undertakes development of the Property; (d) a prohibition against any use of the Property for ball fields, playgrounds, playground equipment, fitness equipment, or other similar uses; (e) a noise restriction requiring that any noise emanating from the Property after 10 p.m. may not exceed the lesser of (I) 80 decibels, or (II) such lower level required in City of Plano ordinances; (f) a prohibition of any on-premise rest rooms being located on the Property; (g) the Property must not be developed to facilitate or accommodate events or gatherings, including, without limitation, festivals, concerts, art fairs, political events, exercise classes, parties, reunions, and other congregations of more than twenty-five (25) people; (h) a prohibition against any signage being located on the Property relating to any property adjoining the Property; and (i) a requirement that The Campus at Legacy West Association, Inc. (the “Association”) must approve any programming deviation or variance to any of the foregoing requirements, which approval must be in writing and in a document recorded in the Official Public Records of Collin County, Texas. Buyer acknowledges and agrees that property owners in the Parks at Legacy, the Association, and the Additional Benefitted Property shall have, individually or collectively, the equitable right to enforce the Parkland Restrictions against Buyer. Any Parkland Restriction shall comply with state and federal law.

5. Internal Drive (Drives A and C). Development of the Property or the Seller’s Adjacent Property (as defined below) will require the construction of an internal drive (“Drive A”) to be located along the southeastern boundary of the Property, extending from Drive C on the northeastern side of the Property, along the entire southeastern boundary of the Property including its intersection with Corporate Drive (an existing internal drive within the Parks at Legacy), thereby connecting Drive C to Corporate Drive. Based on the boundaries of the Property, it is contemplated that portions of Corporate Drive (labeled as “Drive B”) as graphically shown on Exhibit B attached hereto, will need to be abandoned and deconstructed Drive C will be located along the northeastern boundary of the Property between Drive A and Headquarters Drive. Drive A and Drive C will be located 50% on the Property and 50% on Seller’s Adjacent Property (as hereinafter defined) as shown on Exhibit B (the “Drives A and C Easement Area”). The City will ensure public access upon Drives A and C Easement Area at the time of final plat. Drive A and Drive C will be constructed in substantial accordance with the Approved Construction Plans (as defined

below), and will include (i) two travel lanes for two-way vehicular travel over and across the Drive A and Drive C, (ii) two on-street parking lanes, one adjacent to the outside of each of the two travel lanes.

6. Construction of Drive A and Drive C. Buyer intends to construct Drive A and Drive C no later than thirty-six (36) months from the Closing (the "Drive A and Drive C Construction Time Requirement"). However, if Buyer fails to construct Drive A and Drive C prior to the expiration of the Drive A and Drive C Construction Time Requirement, Seller shall have the right to construct Drive A and Drive C, and in such event, Buyer agrees Seller shall be entitled a credit (the "Fee and Cost Credit") against future permit fees, impact fees, utility fees, engineering fees, and traffic impact fees charged by the City of Plano (the "City Fees") and/or utility plant upgrade costs to the City of Plano's water or wastewater treatment plants (the "City Upgrade Costs") normally and customarily charged by the City of Plano in accordance with its then existing ordinances in connection with Seller's development of Seller's Project (as defined below), such Fee and Cost Credit to be in an amount equal to the actual cost reasonably incurred by Seller to design, engineer, permit, construct, inspect and obtain final approval (the "Drive A and Drive C Costs") of Drive A and Drive C. Seller may obtain consent to the costs incurred by Buyer prior to undertaking construction to avoid disputes as to the reasonableness of costs incurred. Seller and Buyer shall each have the right, exercisable by written notice to the other Party (the "Internal Drives Start Notice"), to elect to construct Drive A and Drive C upon the Drives A and C Easement Area in accordance with the Approved Construction Plans (defined below). If Seller or Buyer provides an Internal Drive Start Notice, then such Party shall be the "Constructing Party", and may proceed to construct Drives A and C subject to all of the following:

- a) the Constructing Party shall deliver to the other Party (the "Non-Constructing Party"), the proposed plans and specifications and construction schedule for any such work not less than forty-five (45) days prior to the date upon which the Constructing Party intends to commence any such work;
- b) no such work shall commence until the plans and specifications and construction schedule for such work have been approved by the non-Constructing Party, such approval not to be unreasonably withheld, conditioned or delayed, and the plans and specifications have been approved by the applicable governmental authorities, and in accordance with all applicable laws, codes, regulations and permit conditions including zoning stipulations if any, and must include (i) on-street parking lanes along Drive C adjacent to the Property, (ii) street trees and other landscape buffers along the internal drives adjacent and immediately across from the Property and (iii) sidewalks on Drive A and Drive C (the "Approved Construction Plans");
- c) (c) during the prosecution of the initial construction of Drive A and Drive C, the Constructing Party shall have the right (the "Temporary Construction Easement") to use the surface of a portion of the non-Constructing Party's property that is adjacent to the Drives A and C Easement Area, such area limited to 100' parallel to the property boundary of such Party's property (the "Adjacent Land") for construction staging purposes, and the Adjacent Land that may be so used by the Constructing Party shall be limited to that which is necessary for construction staging purposes and such use to be for a period of no greater than is necessary to complete the initial construction through the exercise of diligent and continuous prosecution of the work in a good and workmanlike manner. Each party agrees to execute a release of the temporary construction easement within a reasonable period of time after the completion of the initial construction and record the release in the Collin County property records, but in no event later than eighteen (18)

- months after delivery of the Internal Drives Start Notice; provided, that the Constructing Party must promptly restore the Adjacent Land to its previous physical condition if changed or damaged by use of the rights granted by the Temporary Construction Easement;
- d) the Constructing Party shall: (i) perform all such work in a safe and workmanlike manner, in substantial accordance with the Approved Construction Plans and in accordance with all applicable laws, codes, regulations and permit conditions; (ii) cause all contractors performing any such work to maintain worker's compensation insurance in form and amount as is required by law during all such periods of construction and work, and provide and maintain commercial general liability insurance; (iii) obtain, prior to the commencement of any construction and work, all necessary permits and approvals; and (iv) not permit any mechanic's and materialmen's liens to attach to any part of the non-Constructing Party's property as a result of the construction (or, if any mechanic's or materialmen's lien claim is asserted against any part of the non-Constructing Party's property, the Constructing Party shall cause the same to be discharged or bonded in accordance with applicable Texas law within forty-five (45) days after learning of the same);
 - e) the non-Constructing Party shall join in and execute any applications and other materials needed to obtain permits, licenses and approvals, or otherwise required for the Constructing Party's performance of the work in accordance with the Approved Construction Plans.

7. Seller's Escrow. At Closing, Seller agrees to deposit Four Hundred Thousand and No/100 Dollars (\$400,000.00) in escrow with the Title Company ("Escrowed Funds.") The Escrowed Funds constitute fiscal surety for purposes of ensuring completion of the Drive A and Drive C and to allow Buyer to process a subdivision plat so the Property will constitute as a single platted lot. Notwithstanding the foregoing, if Buyer is the Constructing Party, Buyer agrees it is responsible for 100% of the costs to design, engineer, permit, construct, inspect and obtain final approval of Drive A and Drive C, and Buyer shall not have the right to use the Escrowed Funds in connection with the Drive A and Drive C. In all events, the Title Company shall release the Escrowed Funds to Seller upon the earlier of (i) Drive A and Drive C are open to vehicular traffic, or(ii) Buyer undertakes construction of Drive A and Drive C.

8. Additional Required Improvements. Seller contemplates Seller's Adjacent Property is for non-residential use. Buyer, at its sole cost and expense, agrees to install street trees, a screen wall, a fence with landscaping, or other landscape buffers immediately inside the property line of the Property immediately adjacent to Drive A and Drive C to satisfy Section 5.7.a.4. of the City Subdivision Ordinance (as enacted as of the Closing) relating to the portion of the Parks at Legacy immediately across Drive A and Drive C ("Seller's Adjacent Property"), if required. Seller contemplates Seller's Adjacent Property is for non-residential use. Any screen fence or fence with landscaping must be located at least twenty-five feet (25') inside of the northeast and southeast boundaries of the Property, and, if not immediately adjacent to Drive A and Drive C, but within 25' of the northeast and southeast boundaries of the Property, then the screen fence or fence with landscaping must be further screened from Drive A and Drive C by trees, landscaping, shrubs and other landscape buffers. Further, Buyer, at its sole cost and expense, agrees to install and construct (a) street trees and other landscape buffers adjacent to Legacy Drive and Headquarters Drive, and (b) sidewalks on all four sides of the Property as required by zoning stipulations or City regulations.

9. Subdivision; Zoning. Buyer, at Buyer's sole cost and expense, may, prior to Closing, elect to subdivide the Property into a separate platted lot. Seller agrees to reasonably cooperate with Buyer, at no cost to Seller, in subdividing the Property into a separate platted lot. If Buyer elects to subdivide the Property into a separate platted lot, or otherwise requires the Property be subdivided prior to Closing, and any such subdivision has not been completed by Buyer prior to the expiration of the feasibility period, then Buyer must either, as its sole and exclusive remedies, (i) waive the requirement for the Property to be subdivided as a separate platted lot and proceed to close, or (ii) terminate this Contract and in the event of such termination, neither party shall have further obligation under this Contract. Buyer agrees to undertake or waive any requirements under the City Zoning or Subdivision Ordinance arising directly from the Buyer's acquisition of the Property, including but not limited to changes to the Concept Plan, Open Space Exhibit, Traffic Impact Analysis, or replatting, except as those requirements relate to the Seller's pending zoning application #ZC2024-003. Seller agrees to reasonably cooperate with Buyer, at no cost to Seller to effectuate the above requirements, and Buyer acknowledges and agrees Seller will have the right to approve or disapprove any applications consistent with the City's regulations and Council discretion.

10. Sale Contingent on Lender Release. Seller discloses to Buyer that the Property, together with Seller's Adjacent Property and other land owned by Seller that is part of the Parks at Legacy project, is encumbered by an existing first lien Deed of Trust ("Deed of Trust") in favor of CLMG Corp., a Texas corporation, as Agent, for various secured parties described therein, including Beal Bank USA (collectively, the "Lender") recorded in Document No. 20211119002374350 of the Official Public Records of Collin County, Texas. The indebtedness secured by the Deed of Trust exceeds the Sales Price of the Property. Seller's ability to sell and convey the Property at Closing is subject to, and conditional upon, Lender agreeing to release the Property from the Deed of Trust at Closing. Seller agrees to use commercially reasonable efforts to obtain Lender's consent to release the Property from the Deed of Trust. Buyer acknowledges Seller's ability to close the purchase of the Property is subject to, and conditional upon, Lender agreeing to release the Property from the Deed of Trust at Closing. Seller will obtain Lender's decision on the release of the Property from the Deed of Trust within thirty (30) days from the effective date of this Contract.

11. Conflict. In the event of any conflict between the Base Form and this Addendum, the terms and provisions of this Addendum shall control.

12. Limitations on Liability. In no event shall any officer, director, shareholder, partner, member, employee, agent or affiliate of Seller or Buyer have any personal liability hereunder, nor shall any of them be named personally in any suit, action or proceeding concerning any matter hereunder, nor shall any of their assets be attached, lien or levied upon or in any other way held liable for any of the obligations of Seller or Buyer, respectively.

13. Counterparts; Electronic Signatures. This Contract (including the Base Form, this Addendum and any other addenda to the Base Form) may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties further agree that this Contract may be executed or signed manually or by images of executed signatures transmitted by electronic format (including, without limitation, ".pdf", ".tif" or ".jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

SELLER:

CCI-D 6501 LEGACY OWNER, LLC,
a Delaware limited liability company

By: CCI-D 6501 Legacy JV, LLC, a Delaware limited
liability company, its Sole Member

By: CCI-6501 Legacy, LP, a Texas limited
partnership, its Operating Member

By: CCI-6501 Legacy GP, LLC, a Texas
limited liability company, its General
Partner

By: 
Paul D. Agarwal, Manager

BUYER:

CITY OF PLANO, TEXAS

By: _____
Mark Israelson
City Manager

APPROVED AS TO FORM:

By: _____
Paige Mims
City Attorney

Exhibit "C" - Additional Benefitted Land

Legal Description

BEING a tract of land situated in the J. C. Barrow Survey, Abstract No. 91, the J.W. Haynes Survey, Abstract No. 458 and the William G. Garvin Survey, Abstract No. 1103, City of Plano, Collin County, Texas and being part of a tract of land described in Limited General Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 2014-10254, Deed Records of Denton County, Texas and all of a tract of land described in Special Warranty Deed to SWC Tollway & 121 LLC, recorded in Instrument No. 20140612000593820 Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1" iron rod found at the northernmost end of a circular right-of-way corner clip at the intersection of the west right-of-way line of Legacy Drive (a 121-foot wide right-of-way) and the north right-of-way line of Headquarters Drive (a 110-foot wide right-of-way), said point being the beginning of a curve to the right having a central angle of $76^{\circ}27'04''$, a radius of 137.00 feet, a chord bearing and distance of South $22^{\circ}12'29''$ West, 169.54 feet;

THENCE with said circular right-of-way corner clip and with said curve to the right, in a southwesterly direction, an arc distance of 182.80 feet to a 1" iron rod found at the southernmost end of said circular right-of-way corner clip;

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

South $60^{\circ}26'04''$ West, a distance of 503.04 feet to a 1" iron rod found at the beginning of a tangent curve to the right having a central angle of $28^{\circ}50'08''$, a radius of 1945.00 feet, a chord bearing and distance of South $74^{\circ}51'08''$ West, 968.57 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 978.87 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner at the end of said curve; South $89^{\circ}16'11''$ West, a distance of 475.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the southeast corner of Lot 3, Block 1, Palomino Crossing Addition, an addition to the City of Plano, Texas according to the plat recorded in Instrument No. 2012-134, Official Public Records of Denton County, Texas;

THENCE departing said north right-of-way line and with the west line of said SWC Tollway & 121 LLC tract, the following courses and distances to wit:

North $1^{\circ}02'20''$ West, a distance of 986.26 feet to a 5/8" iron rod found for corner, from which, a 1/2" iron rod with plastic cap stamped "PKCE" found bears North $21^{\circ}09'$ West, a distance of 6.4 feet;

North $3^{\circ}54'29''$ West, a distance of 155.56 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northeast corner of Lot 2, of said Block 1, from which a 1/2" iron rod found bears South $89^{\circ}27'$ West, a distance of 1.4 feet;

THENCE with a southerly line of said SWC Tollway & 121 LLC tract, South $89^{\circ}27'36''$ West, a distance of 222.63 feet to a 1/2" iron rod found at the southeast corner of a tract of land described in Special Warranty Deed to Epic 121 Commercial, Ltd., recorded in Instrument No. 2005-60189, Official Public Records of Denton County, Texas;

THENCE with the east line of said Epic 121 Commercial, Ltd., North 0°30'16" West, a distance of 332.11 feet to an aluminum disk stamped "TxDOT" found in the south right-of-way line of State Highway No. 121 (a variable width right-of-way) at the southwest corner of a tract of land described in Deed to the City of Plano, recorded in Volume 4121, Page 1891, Deed Records of Denton County, Texas;

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

North 70°50'41" East, a distance of 300.47 feet to a brass disk stamped "TxDOT" found for corner;

North 76°36'02" East, a distance of 498.57 feet to a brass disk stamped "TxDOT" found for corner;

North 70°50'41" East, a distance of 1053.22 feet to brass disk stamped "TxDOT" found for corner;

South 69°32'31" East, a distance of 25.88 feet to a brass disk stamped "TxDOT" found for corner;

North 75°09'20" East, a distance of 5.40 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the intersection of said south right-of-way line and west right-of-way line of Legacy Drive;

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

South 15°09'28" East, a distance of 94.99 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner, from which a "X" cut in concrete found bears South 73°32' East, a distance of 3.6 feet;

South 16°11'20" East, a distance of 250.04 feet to a 1" iron rod found for corner;

South 15°09'28" East, a distance of 1064.24 feet to the **POINT OF BEGINNING**.

CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: Zoning
DIRECTOR: Christina Day, Director of Planning
AGENDA ITEM: Public hearing and consideration of an Ordinance as requested in Zoning Case 2024-003.
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-003 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 107.0 acres of land located on the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-24-Central Business-1 to establish uses and development standards for mixed-use development; 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: CCI-D 6501 Legacy Owners, LLC **Conducted and adopted Ordinance No. 2024-11-1, as amended.**

BACKGROUND

The Planning & Zoning Commission recommended approval of this zoning case with a vote of 5-3 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	11/1/2024	Ordinance
Supporting Documents	11/1/2024	Informational

Zoning Case 2024-003

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 107.0 acres of land out of the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 90, and the Collin County School Land Survey No. 5, Abstract No. 149, located on the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-24-Central Business-1 to establish uses and development standards for mixed-use development; 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 11th day of November 2024, for the purpose of considering rezoning 107.0 acres of land out of the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 90, and the Collin County School Land Survey No. 5, Abstract No. 149, located on the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-24-Central Business-1; 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 11th day of November 2024; and

WHEREAS, the City Council is of the opinion and finds that such rezoning, as amended by the stipulations agreed upon during the public hearing, would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally; and

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

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

Section I. The Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 107.0 acres of land out of the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 90, and the Collin County School Land Survey No. 5, Abstract No. 149, located on the southeast corner of Legacy Drive and Headquarters Drive in the City of Plano, Collin County, Texas, from Central Business-1 to Planned Development-24-Central Business-1, said property being described in the legal description on Exhibit A attached hereto.

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

1. Uses:

a) Additional Permitted Uses:

- i. Independent Living Facility
- ii. Mid-Rise Residential
- iii. Retail/Service (Incidental)

b) Additional Standards for Permitted Uses:

- i. Vehicle storage uses are only permitted when located within a parking structure and do not utilize required parking spaces.
- ii. Licensed Massage Therapy uses are only permitted as an accessory use to a Health/Fitness Center, Hotel, or Medical Office.

c) Additional Prohibited Uses:

- i. Assisted Living Facility
- ii. Body Piercing
- iii. Cabinet/Upholstery Shop
- iv. Car Wash
- v. Cemetery/Mausoleum
- vi. Compact Construction & Transportation Equipment Sales & Service
- vii. Continuing Care Facility
- viii. Convenience Store, Freestanding
- ix. Dry Cleaning Plant
- x. Electrical Power Generating Plant
- xi. Fairgrounds
- xii. Farm, Ranch, Garden, or Orchard
- xiii. Furniture and Appliance, Storage/Repair of (Inside)
- xiv. Garden Center
- xv. Kennel (Outdoor Pens)
- xvi. Long-term Care Facility
- xvii. Mini-Warehouse/Public Storage
- xviii. Mortuary/Funeral Parlor

- xix. Motorcycle Sales & Service
- xx. Nursery
- xxi. Paint Shop
- xxii. Pawn Shop
- xxiii. Print Shop (Major)
- xxiv. Public Storage/Mini-Warehouse
- xxv. Railroad Freight Depot or Dock
- xxvi. Sewage Treatment Plant
- xxvii. Superstore
- xxviii. Tattooing and Permanent Cosmetics
- xxix. Theater (Drive-in)
- xxx. Vehicle Dealer (Used)
- xxxi. Vehicle Dealer (New)
- xxxii. Vehicle Parts Sales (Inside)
- xxxiii. Vehicle Repair (Major)
- xxxiv. Vehicle Repair (Minor/Fueling Station)
- xxxv. Vehicle Storage (Outside)
- xxxvi. Warehouse/Distribution Center
- xxxvii. Water Treatment Plant

2. General Standards:

- a) The Open Space Plan is adopted as part of this ordinance. The layout of Internal Drives, Sidewalk/Trail Network, and Open Space and Amenities must comply with the adopted Open Space Plan; however, the Planning & Zoning Commission may approve minor amendments consistent with Section 12.1400 (Minor Amendments for Plan Adopted by Ordinance) of the Zoning Ordinance.
- b) No fencing shall be permitted along the perimeter of the district or surrounding publicly accessible open space in a manner that prevents access to such open space.
- c) Along Headquarters Drive and Legacy Drive, one 3-inch caliper or greater shade tree and one ornamental tree (7-foot planted height) shall be provided per 50 feet of linear frontage. Existing trees within 75 feet of the public right-of-way may count towards this requirement when located between a building and the street.
- d) Where directly adjacent to non-residential uses, a park will be considered to meet Section 5.7.4 of the Subdivision Ordinance by providing a screening wall, fence and landscaping, or separation via an Internal Drive.

3. Development Standards for Mid-rise Residential and Independent Living Facilities:

- a) Maximum Number of Dwelling Units: 750
- b) Minimum Height:

- i. 15 stories or 180 feet, except as limited by Single-family Adjacency Height Transitions and set for in Section 3.b)ii.
 - ii. A maximum of 195 linear feet of mid-rise residential building facades that face Headquarters Drive and that provide screening for a parking garage may be less than 15 stories, but shall be no less than the height of the parking garage.
- c) Single-family Adjacency Height Transitions – To provide a transitional height buffer, buildings within 240 feet of an existing single-family lot are subject to the following standards:
 - i. Maximum Height: 3 stories, 45 feet
 - ii. Maximum Number of Units: 5 per building
 - iii. Units shall be located on the same lot with a mid-rise residential building adhering to the 8-story or 100-foot minimum height requirement.
 - iv. Each unit shall have an individual exterior entrance.
- d) Location Restrictions: Mid-rise Residential and Independent Living Facilities shall only be permitted on Proposed Lots 7R and 10R as shown on the Open Space Plan (OSP2024-001).
- e) Minimum Lot Depth: None
- f) Maximum Lot Coverage: 65%
- g) Mid-rise residential development is exempt from the supplemental regulations of Section 15.800 (Multifamily Residence) of the Zoning Ordinance.
- h) Balconies facing Headquarters Drive and located 123 feet or more above grade shall have solid balcony wall with laminated glass achieving a combined height of no less than 6 feet tall.

4. Development Standards for Non-residential Uses: Non-residential uses shall be developed in accordance with the Central Business-1 (CB-1) zoning district except as otherwise specified herein:

- a) Maximum Lot Coverage for Area A as depicted on the Open Space Plan: 45%
- b) Minimum Lot Coverage for all other areas: 75%

5. Parking Requirements:

- a) A minimum of 75% of the required parking for mid-rise residential or independent living facilities shall be located in a parking structure.

- b) Required parking must be provided within 300 feet of the use it serves except for valet parking which may be located anywhere within the Property provided it is in a parking structure.
- 6. Parking Garages:** For parking garages constructed after November 11, 2024, the following parking garage requirements apply:
- a) For residential uses, parking garages fronting a public street shall be fully concealed by the buildings except for their entry features. A garage for a mid-rise residential building may not exceed the height of the mid-rise residential building.
 - b) All permanent parking garages fronting on Headquarters Drive and Legacy Drive must be designed to conceal the vehicular headlights from adjacent residential properties and rights-of-way. The source of internal lighting shall be hooded and shielded to direct light into the parking garage.
 - c) Parking ramps must be internal to the garage and must not be clearly visible from the public right-of-way on which the façade fronts, except for garage entrances.
- 7. Screening:** Required screening for new structures constructed after November 11, 2024, shall conform to requirements in Article 20 and the following:
- a) Newly constructed roof-mounted equipment, including, but not limited to, vent stacks and their roof penetrations, elevator cabs, storage tanks, compressor units and water chillers, shall be integrated into the building design and screened to minimize visibility from adjacent ground level public streets or Internal Drives.
 - b) The following elements shall be screened from ground level view from adjacent public and internal drives: trash containers; trash collection areas; maintenance facilities; ground-mounted utilities equipment; storage areas; incinerators; air conditioning chillers; storage tanks; construction and maintenance equipment (except when actually in use); ground-level generator; and loading docks.
 - c) Trash receptacles shall be oriented toward service corridors and screened from view.
 - d) Loading docks be either fully or semi-recessed within structures to fulfill part or all of the screening requirements.
 - e) Utility company switchgear, splice cabinets, and other surface-mounted utility equipment shall be screened by landscaping or screening walls except when prohibited by such utility company.
 - f) All cabinets, wiring, conductors, lamps, transformers, ballasts, raceways, attachment devices and other equipment associated with signage shall be screened from adjacent streets.
- 8. Internal Drive Standards:** Internal Drives shall be provided in the locations shown on the Open Space Plan and comply with the following:

- a) Internal Drives shall be privately owned and maintained but open to the public for transportation purposes only.
- b) Except as provided below, Internal Drives shall comply with the cross-section as shown in the Open Space Plan.
 - i. Internal Drives existing on November 11, 2024, may utilize existing pavement width and materials for the travel lanes.
 - ii. Parallel on-street parking spaces shall only be required at the locations shown on the Open Space Plan. Diagonal parking may be used in lieu of parallel parking provided that the minimum sidewalk width and tree planting zone is maintained. Additional parallel or diagonal on-street parking may be provided at time of site plan.
 - iii. Perpendicular parking spaces may be provided in Area A. Perpendicular parking spaces that are depicted on the Open Space Plan are conceptual in nature and may be modified at time of site plan.
- c) A minimum of one 3-inch caliper shade tree shall be required for every 40 linear feet along each side of Internal Drives. Existing trees within 30 feet of a sidewalk count towards this requirement. Shade trees shall be planted with the construction of the adjacent building or Open Space and Amenities.
- d) Trees shall be placed in planting beds or tree grates within five feet of the back of curb of Internal Drives. The exact spacing and location of trees shall be determined at the time of site plan approval.
- e) Sidewalks and street trees shall be constructed along the respective side of the Internal Drives no later than with the construction of the adjacent building.

9. Open Space and Amenities: A minimum 21 acres of Open Space and Amenities shall be provided as shown on the Open Space Plan. Open Space and Amenities not required with Section 10 (Residential Phasing) of this ordinance shall be provided with the construction of the adjacent building. Open Space and Amenities shall consist of the following areas:

- a) *District Trail & Sidewalk Network* – A minimum 4-mile network of trails and sidewalks shall be provided as shown on the Open Space Plan. The *District Trail & Sidewalk Network* shall meet the following standards:
 - i. A 12-foot-wide sidewalk shall be constructed along Legacy Drive. All other trails and sidewalks shall be a minimum width of 7 feet; and
 - ii. Trash receptacles shall be located adjacent to sidewalks no more than every 500 feet, generally.
- b) *General Green Space* – A minimum 9.5 acres of open space shall be provided in the locations as shown in the Open Space Plan. Area 1 and Area 2, as shown on

the Open Space Plan, shall comply with the requirements of Section 13.800.3 (Usable Open Space – General Standards) in addition to the following standards:

- i. Area 1 shall include a minimum of 0.5 contiguous acres.
 - ii. Area 2 shall include a minimum of 0.5 contiguous acres.
 - iii. Usable open space shall have no dimension less than 45 feet.
 - iv. Usable open space shall have a minimum of two access points to the District Trail & Sidewalk Network, Internal Drives, or public streets. Each access point must abut the trail/sidewalk, drive, or street for a minimum frontage distance of 25 feet.
- c) *Pond/Water Feature* – A minimum 4-acre retention pond shall be provided within the boundaries generally shown on the Open Space Plan and shall include the following associated improvements: seating areas, trash receptacles, a retaining wall, and ten (10) parking spaces reserved for public use. Publicly reserved parking spaces shall be located within 200 feet of the Pond/Water Feature.
- d) *Waterfront Trail* – A minimum 7-foot-wide pedestrian trail shall be provided along the perimeter of the Pond/Water Feature in the approximate location shown on the Open Space Plan. The exact location of the Waterfront Trail shall be identified at time of site plan for adjacent development, taking into consideration changes to the Pond/Water Feature.
- e) *Pond Plaza* – A minimum 10-foot wide, variable width, hard-surfaced plaza that extends a minimum of 690 linear feet along the Pond/Water Feature and provides direct connectivity to the Waterfront Trail and the District Trail & Sidewalk Network. The Pond Plaza shall consist of spaces for outdoor dining, seating areas, bicycle parking, trash receptacles, and pedestrian-scale lighting.
- f) *Courtyard* – A minimum of 7 acres of contiguous open space between the existing building and parking garages that includes features and amenities including, but not limited to, plazas, water fountains, lighting, seating areas, decorative landscaped areas, trees, and recreational game courts as shown on the Open Space Plan.
- g) *Pocket Park* – A minimum 0.5 acres of open space shall be provided as a pocket park in the approximate location shown on the Open Space Plan.

10. Residential Phasing:

- a) Phase 1 – Max 365 units

In addition to recent interior renovations to the existing building, the following must be completed prior to issuance of building permit for the first phase of 365 residential units:

- i. A minimum of 560,000 square feet within the existing office building must have received certificates of occupancy.

- ii. The Courtyard shall be maintained, including a plaza for 100 people and recently added recreational game courts and amenities.
- iii. The Pocket Park, including seating, shade trees, and trash receptacles, shall be provided.
- iv. The General Green Space, including the installation of four new recreational game courts, two new dog parks, excluding Area 1 and Area 2, shall be provided.
- v. A minimum of 1.5 miles of existing and proposed trails/sidewalks in the District Trail & Sidewalk Network.

b) Phase 2: Max 385 units

In addition to completion of Phase 1 requirements, the following must be completed prior to the issuance of a certificate of occupancy for the remaining 385 units in Phase 2:

- i. Receive a certificate of occupancy for a new, minimum, 225-key hotel, or a certificate of occupancy indicating completion of construction of a minimum of 250,000 square feet, in the aggregate, of a non-residential building or buildings.
- ii. Certificate(s) of occupancy must be obtained for an additional 400,000 square feet within the existing office building, for a total of 960,000 square feet of occupied space.
- iii. Completion of specified Open Space and Amenities shown on the Open Space Plan as follows:
 - a. Completion of the Pond/Water feature, including the necessary retaining wall.
 - b. Completion of an additional minimum of 1.5 miles of existing and new trails in the District Trail & Sidewalk Network, including the Waterfront Trail, with associated improvements.
 - c. Area 1 of the General Green Space shall be provided.
- iv. A minimum of ten (10) parking spaces shall be reserved for public use and located within 200 feet of the Bruce Glasscock Park.

11. Multiuse Growth Management: No more than 50% of the total square footage within the district is permitted to be residential uses at any time.

12. Governance Association: Applications for building permits for development within the district shall not be accepted or approved until a Property owners governance association is established. The association shall be responsible for maintaining all

Internal Drives, Private Drives, common Property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to, security, promotion and marketing and entertainment. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.

13. Signage Regulations: In addition to signs permitted by Article 22 (Signs) of the Zoning Ordinance, the following additional signs and/or revised sign definitions and standards are permissible:

a) Multipurpose Signs.

- i. Multipurpose signs must be monument signs only, must not exceed 100 square feet in area, and must not exceed 12 feet in height.
- ii. No more than two (2) multipurpose signs may be located along Legacy Drive.
- iii. No more than two (2) multipurpose signs may be located along Headquarters Drive.
- iv. One 1) multipurpose sign may be located along Communications Drive or Water Street.
- v. Multipurpose signs shall have a required front setback of 8 feet and must maintain a minimum distance of 30 feet between signs.

b) Kiosks.

- i. Freestanding kiosk structures are allowed on individual lots. Kiosks are limited to a maximum of 10 feet in height. Visibility requirements must be met for drives and streets. Message and maps on kiosks should be scaled to pedestrian legibility only and may not be legible to drivers.
- ii. Signage on kiosks must not exceed 60 square feet in area. For multiple-sided kiosks, the gross surface area of each side must not exceed two times the allowable square footage divided by the number of sign faces.
- iii. A maximum of 8 freestanding kiosks may be installed in the planned development district, with a maximum of 4 installed per block.

c) Unified-lot Signs. For purposes of this planned development district, all lots will be considered contiguous.

d) Electronic wall signs are prohibited.

e) Portable (trailer) signs are prohibited.

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

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

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

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

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

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

PASSED AND APPROVED on the 11th day of November, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2024-003

BEING a tract of land situated in the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 90, and the Collin County School Land Survey No. 5, Abstract No. 149, City of Plano, Collin County, Texas and being all of Lots 2R, and 5R, Block E of Legacy West Addition, Lots 2R, 5R, & 8R, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2024, Page 352, Official Public Records of Collin County, Texas and all of Lots 6 and 7, Block E, of Legacy West Addition, Lots 2R, 3, 4, 5, 6, & 7, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2016, Page 234, Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at the centerline intersection of Legacy Drive (a variable width right-of-way) and Communications Parkway (a variable width right-of-way); from which the easternmost southeast corner of Lot 4R, Block E, of Legacy West Addition Lot 4R Block E, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2017, Page 825, Official Public Records of Collin County, Texas, bears North 50°57'40" West, a distance of 102.83 feet;

THENCE with the centerline of Legacy Drive, South 89°22'24" West, a distance of 579.35 feet to the **POINT OF BEGINNING**;

THENCE continuing with the centerline of Legacy Drive, the following courses and distances: South 89°22'24" West, a distance of 288.15 feet to a point at the beginning of a non-tangent curve to the right with a radius of 2,020.00 feet, a central angle of 20°53'45", and a chord bearing and distance of

North 79°51'09" West, 732.62 feet; In a northwesterly direction, with said non-tangent curve to the right, an arc distance of 736.70 feet to a point for corner;

THENCE departing said centerline North 20°57'37" East, passing at a distance of 66.31 feet, the southeast corner of said Lot 8R, Block E, and the north right-of-way line of said Legacy Drive, continuing with the easterly line of said Lot 8R, Block E, of said Legacy West Addition, Lots 2R, 5R, & 8R, Block E, in all a total distance of 290.78 feet to a point at the beginning of a tangent curve to the left with a radius of 350.00 feet, a central angle of 22°33'53", and a chord bearing and distance of North 09°40'41" East, 136.95 feet;

THENCE continuing with said easterly line of Lot 8R, Block E, the following courses and distances:

In a northeasterly direction, with said tangent curve to the left, an arc distance of 137.84 feet to a point at the beginning of a non-tangent curve to the right with a radius of 230.15 feet, a central angle of 26°25'16", and a chord bearing and distance of North 10°32'25" East, 105.19 feet; In a northeasterly direction, with said non-tangent curve to the right, an arc distance of 106.13 feet to the northeast corner of said Lot 8R, Block E;

THENCE with the north line of said Lot 8R, Block E, the following courses and distances: North 65°10'59" West, a distance of 73.66 feet to a point for corner; North 89°48'08" West, a distance of 275.60 feet to the northwest corner of said Lot 8R, Block E;

THENCE with the west line of said Lot 8R, Block E, the following courses and distances: South 00°12'24" West, a distance of 230.31 feet to a point for corner; South 26°11'30" West, at a distance of 130.78 feet, passing the southwest corner of said Lot 8R, Block E and said north right-

of-way line of Legacy Drive, continuing over and across said Legacy Drive, in all a total distance of 198.80 feet to a point in said centerline of Legacy Drive, at the beginning of a non-tangent curve to the right with a radius of 2,020.00 feet, a central angle of $30^{\circ}42'35''$, and a chord bearing and distance of North $45^{\circ}07'30''$ West, 1,069.78 feet;

THENCE with said centerline of Legacy Drive, the following courses and distances: In a northwesterly direction, with said non-tangent curve to the right, an arc distance of 1,082.70 feet to a point at the beginning of a non-tangent curve to the right with a radius of 1,307.43 feet, a central angle of $14^{\circ}46'46''$, and a chord bearing and distance of North $23^{\circ}13'58''$ West, 336.32 feet; In a northwesterly direction, with said curve to the right, an arc distance of 337.25 feet to the centerline intersection of said Legacy Drive and Headquarters Drive (a variable width right-of-way);

THENCE with said centerline of Headquarters Drive, the following courses and distances: North $60^{\circ}20'22''$ East, a distance of 252.50 feet to a point for corner; North $53^{\circ}27'57''$ East, a distance of 162.10 feet to a point at the beginning of a non-tangent curve to the left having a central angle of $8^{\circ}29'38''$, a radius of 911.42 feet a chord bearing and distance of North $48^{\circ}45'15''$ East, 134.99 feet; In a northeasterly direction, with said curve to the left, an arc distance of 135.12 feet to a point at the beginning of a non-tangent curve to the left having a central angle of $21^{\circ}16'05''$, a radius of 800.00 feet, a chord bearing and distance of North $34^{\circ}16'07''$ East, 295.25 feet; In a northeasterly direction, with said curve to the left, an arc distance of 296.96 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $32^{\circ}34'59''$, a radius of 1200.00 feet, a chord bearing and distance of North $37^{\circ}10'04''$ East, 673.26 feet; In a northeasterly direction, with said curve to the right, an arc distance of 682.42 feet to a point for corner; North $53^{\circ}56'09''$ East, a distance of 96.90 feet to a point for corner; North $55^{\circ}00'46''$ East, a distance of 72.77 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $24^{\circ}25'39''$, a radius of 1191.76 feet, a chord bearing and distance of North $70^{\circ}24'31''$ East, 504.27 feet; In a northeasterly direction, with said curve to the right, an arc distance of 508.11 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $15^{\circ}51'15''$, a radius of 750.00 feet, a chord bearing and distance of South $89^{\circ}27'02''$ East, 206.87 feet; In a northeasterly direction, with said curve to the right, an arc distance of 207.53 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $10^{\circ}16'26''$, a radius of 1965.11 feet, a chord bearing and distance of South $76^{\circ}23'11''$ East, 351.90 feet; In a northeasterly direction, with said curve to the right, an arc distance of 352.37 feet to a point for corner;

THENCE departing said centerline, South $20^{\circ}06'07''$ West, a distance of 73.56 feet to a point in the southerly right-of-way line of said Headquarters Drive at the northernmost northwest corner of Block A, of Icon at Legacy West Addition Lots 1R, 2R, 3R, 4R, 6R and 24R, Block A, Lot 2R, in Block E, and Lots 8R, 9R, and 10R, Block H, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2022, Page 197, Official Public Records of Collin County, Texas and at the beginning of a tangent curve to the right having a central angle of $13^{\circ}16'41''$, a radius of 618.75 feet, a chord bearing and distance of South $26^{\circ}44'27''$ West, 143.07 feet;

THENCE departing said south right-of-way line, and with the northwest line of said Block A, in a southwesterly direction, with said curve to the right, an arc distance of 143.39 feet to the westernmost corner of said Block A;

THENCE with the southwest line of said Block A and the southwest line of Block A of Icon at Legacy West Addition, an addition to the City of Plano, Texas according to the plat thereof

recorded in Volume 2017, Page 8, Official Public Records of Collin County, Texas, the following courses and distances:

South 10°03'44" East, a distance of 7.23 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 33°30'52", a radius of 506.50 feet, a chord bearing and distance of South 36°41'46" East, 292.06 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 296.27 feet to a point for corner; South 19°56'20" East, a distance of 141.58 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 26°26'20" East, 152.48 feet; In a southeasterly direction, with said curve to the left, an arc distance of 152.81 feet to a point for corner; South 32°56'20" East, a distance of 101.40 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 39°26'20" East, 152.48 feet; In a southeasterly direction, with said curve to the left, an arc distance of 152.81 feet to a point for corner; South 45°56'20" East, a distance of 101.54 feet to a point at the beginning of a tangent curve to the right having a central angle of 42°46'37", a radius of 576.50 feet, a chord bearing and distance of South 24°33'01" East, 420.49 feet; In a southeasterly direction, with said curve to the right, an arc distance of 430.42 feet to a point at the beginning of a reverse curve to the left having a central angle of 81°53'29", a radius of 16.50 feet, a chord bearing and distance of South 44°06'27" East, 21.63 feet; In a southeasterly direction, with said curve to the left, an arc distance of 23.58 feet to a point at the southernmost southwest corner of said Block A and at the beginning of a reverse curve to the right having a central angle of 8°43'17", a radius of 601.87 feet, a chord bearing and distance of South 80°41'33" East, 91.53 feet;

THENCE with the south line of said Block A, the following courses and distances: In a southeasterly direction, with said curve to the right, an arc distance of 91.62 feet to a point for corner; South 76°19'54" East, a distance of 13.86 feet to a point for corner; North 57°23'24" East, a distance of 17.47 feet to a point for corner in the west right-of-way line of said Communications Parkway at the easternmost southeast corner of said Block A;

THENCE departing said west right-of-way line, South 78°55'49" East, a distance of 70.79 feet to a point in the centerline of said Communications Parkway, at the beginning of a non-tangent curve to the right having a central angle of 3°27'03", a radius of 1300.00 feet, a chord bearing and distance of South 12°59'44" West, 78.28 feet;

THENCE with said centerline, in a southwesterly direction, with said curve to the right, an arc distance of 78.29 feet to a point for corner;

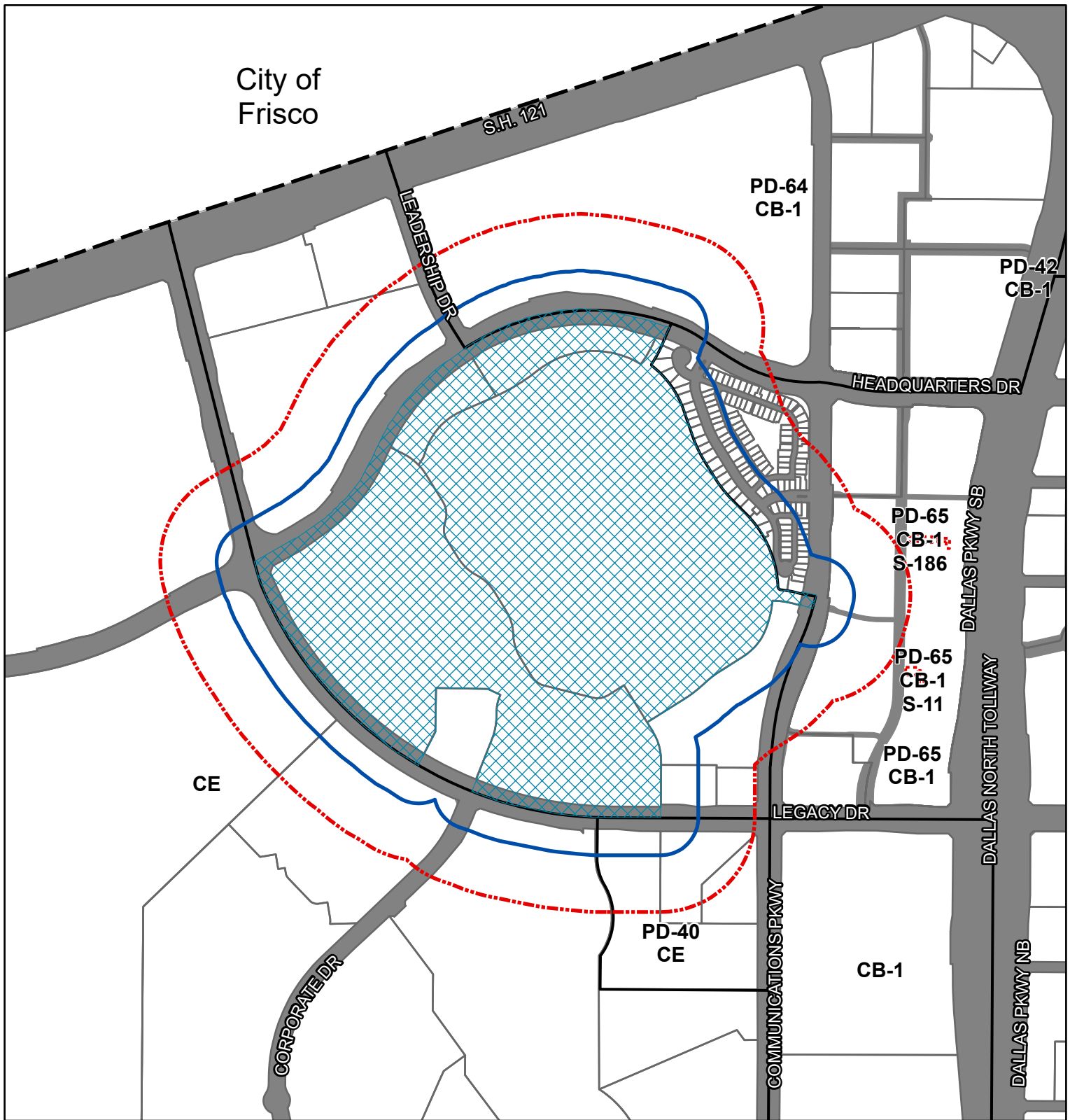
THENCE departing said centerline, North 75°18'11" West, a distance of 70.46 feet to a point in the west right-of-way line of said Communications Parkway, at the beginning of a non-tangent curve to the left having a central angle of 15°31'20", a radius of 541.37 feet, a chord bearing and distance of North 81°13'17" West, 146.22 feet;

THENCE departing said west right-of-way line and with the north line of Lot 3R, Block E, of Legacy West Addition, Lot 3R, Block E & Lot 9, Block E, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2018, Page 806, Official Public Records of Collin County, Texas, in a northwesterly direction, with said curve to the left, an arc distance of 146.67 feet to a point at the northwest corner of said Lot 3R, Block E, at the beginning of a non-tangent curve to the right having a central angle of 16°24'33", a radius of 550.00 feet, a chord bearing and distance of South 12°35'31" West, 156.98 feet;

THENCE with the northwest line of said Lot 3R, Block E, the following courses and distances: In a southwesterly direction, with said curve to the right, an arc distance of 157.52 feet to a point at the beginning of a compound curve to the right having a central angle of $36^{\circ}16'27''$, a radius of 300.00 feet, a chord bearing and distance of South $38^{\circ}56'01''$ West, 186.78 feet; In a southwesterly direction, with said curve to the right, an arc distance of 189.93 feet to a point for corner; South $57^{\circ}04'14''$ West, a distance of 134.52 feet to a point at the beginning of a tangent curve to the left having a central angle of $11^{\circ}14'44''$, a radius of 625.00 feet, a chord bearing and distance of South $51^{\circ}26'52''$ West, 122.47 feet; In a southwesterly direction, with said curve to the left, an arc distance of 122.67 feet to a point at the beginning of a reverse curve to the right having a central angle of $11^{\circ}14'44''$, a radius of 625.00 feet, a chord bearing and distance of South $51^{\circ}26'52''$ West, 122.47 feet; In a southwesterly direction, with said curve to the right, an arc distance of 122.67 feet to a point for corner; South $57^{\circ}04'14''$ West, a distance of 239.72 feet to the westernmost corner of said Lot 3R, Block E;

THENCE with the west line of said Lot 3R, Block E, the following courses and distances: South $32^{\circ}50'19''$ East, a distance of 55.28 feet to a point at the beginning of a tangent curve to the right having a central angle of $32^{\circ}11'46''$, a radius of 300.00 feet, a chord bearing and distance of South $16^{\circ}44'26''$ East, 166.37 feet; In a southeasterly direction, with said curve to the right, an arc distance of 168.58 feet to a point for corner;

THENCE continuing with said west line of Lot 3R, Block E, and the west line of Lot 9R, Block E, of Legacy West Addition, Lot 9R, Block E, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2019, Page 408, Official Public Records of Collin County, Texas, South $0^{\circ}38'33''$ East, at a distance of 239.95 feet, passing the southwest corner of said Lot 9R, Block E and said north right-of-way line of Legacy Drive, continuing over and across said Legacy Drive, in all a total distance of 298.95 feet to the **POINT OF BEGINNING AND CONTAINING** a computed area of 106.962 acres or 4,659,277 square feet of land.



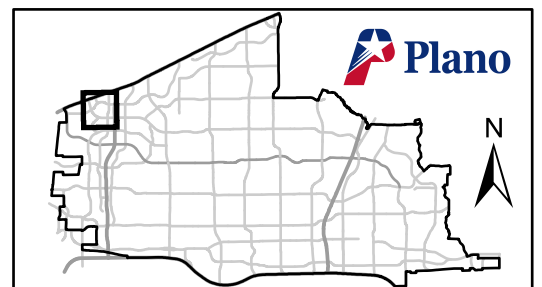
Zoning Case: 2024-003

Existing Zoning: Central Business-1

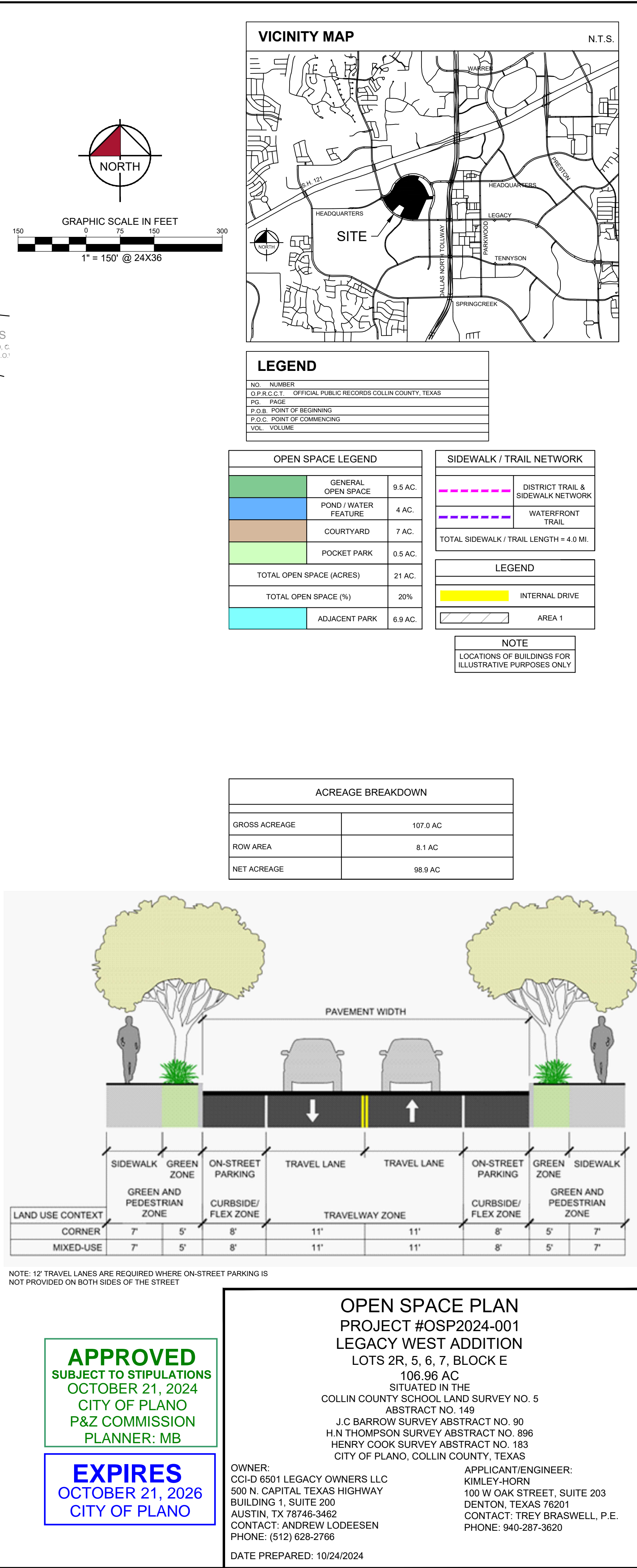
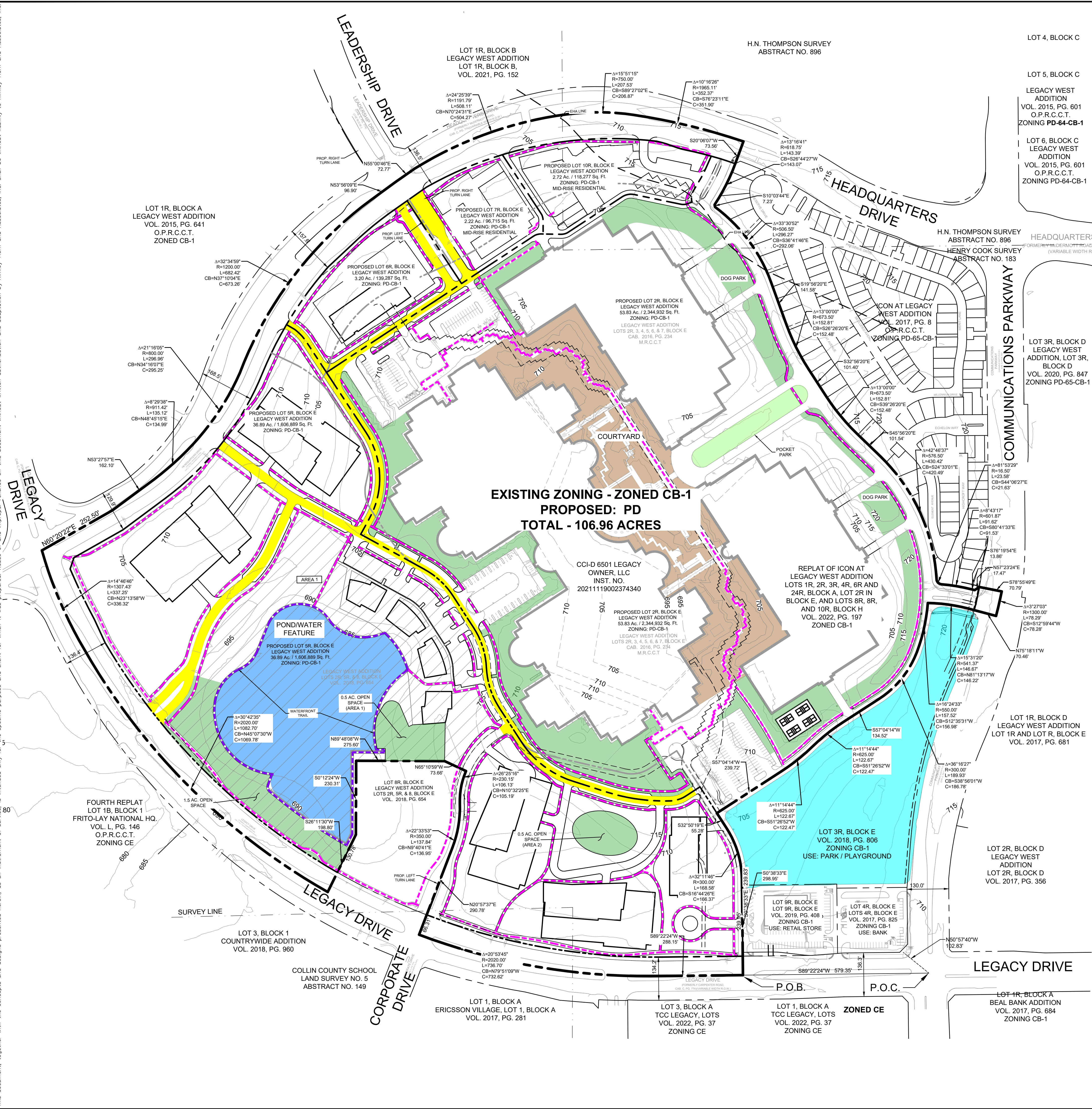
Proposed Zoning: Planned Development-Central Business-1

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

Source: City of Plano



0 500 1,000 2,000
Feet

[illegible]

DATE: October 22, 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 21, 2024

AGENDA ITEM NO. 6A - ZONING CASE 2024-003
PETITIONER: CCI-D 6501 LEGACY OWNERS, LLC

Request to rezone from Central Business-1 to Planned Development-Central Business-1 to establish uses and development standard for mixed-use development on 107.0 acres located on the southeast corner of Legacy Drive and Headquarters Drive. Zoned Central Business-1. Tabled on August 19, 2024, September 3, 2024, and September 16, 2024. Project #ZC2024-003.

APPROVED: 5-3

Speaker Card(s) Received:	Support:	<u>5</u>	Oppose:	<u>3</u>	Neutral:	<u>0</u>
Letters Received Within 200' Notice Area:	Support:	<u>4</u>	Oppose:	<u>1</u>	Neutral:	<u>1</u>
Letters Received Within the Subject Property	Support:	<u>3</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>12</u>	Oppose:	<u>9</u>	Neutral:	<u>0</u>

RESULTS:

The Commission recommended the item for approval subject to the following stipulations:

1. Uses:

a) Additional Permitted Uses:

- i. Independent Living Facility
- ii. Mid-Rise Residential
- iii. Retail/Service (Incidental)

b) Additional Standards for Permitted Uses:

- i. Vehicle Storage uses are only permitted when located within a parking structure and do not utilize required parking spaces.
 - ii. Licensed Massage Therapy uses are only permitted as an accessory use to a Health/Fitness Center, Hotel, or Medical Office.
- c) Additional Prohibited Uses:
- i. Assisted Living Facility
 - ii. Body Piercing
 - iii. Cabinet/Upholstery Shop
 - iv. Car Wash
 - v. Cemetery/Mausoleum
 - vi. Compact Construction & Transportation Equipment Sales & Service
 - vii. Continuing Care Facility
 - viii. Convenience Store, Freestanding
 - ix. Dry Cleaning Plant
 - x. Electrical Power Generating Plant
 - xi. Fairgrounds
 - xii. Farm, Ranch, Garden, or Orchard
 - xiii. Furniture and Appliance, Storage/Repair of (Inside)
 - xiv. Garden Center
 - xv. Kennel (Outdoor Pens)
 - xvi. Long-term Care Facility
 - xvii. Mini-Warehouse/Public Storage
 - xviii. Mortuary/Funeral Parlor
 - xix. Motorcycle Sales & Service
 - xx. Nursery
 - xxi. Paint Shop
 - xxii. Pawn Shop
 - xxiii. Print Shop (Major)
 - xxiv. Public Storage/Mini-Warehouse
 - xxv. Railroad Freight Depot or Dock
 - xxvi. Sewage Treatment Plant
 - xxvii. Superstore
 - xxviii. Tattooing and Permanent Cosmetics
 - xxix. Theater (Drive-in)
 - xxx. Vehicle Dealer (Used)
 - xxxi. Vehicle Dealer (New)
 - xxxii. Vehicle Parts Sales (Inside)
 - xxxiii. Vehicle Repair (Major)
 - xxxiv. Vehicle Repair (Minor/Fueling Station)
 - xxxv. Vehicle Storage (Outside)
 - xxxvi. Warehouse/Distribution Center
 - xxxvii. Water Treatment Plant

2. General Standards:

- a) The Open Space Plan is adopted as part of this ordinance. The layout of Internal Drives, Sidewalk/Trail Network, and Open Space and Amenities must comply with the adopted Open Space Plan; however, the Planning & Zoning Commission may approve minor amendments consistent with Section 12.1400 (Minor Amendments for Plan Adopted by Ordinance) of the Zoning Ordinance.

- b) No fencing shall be permitted along the perimeter of the district or surrounding publicly accessible open space in a manner that prevents access to such open space.
- c) Along Headquarters Drive and Legacy Drive, one 3-inch caliper or greater shade tree and one ornamental tree (7-foot planted height) shall be provided per 50 feet of linear frontage. Existing trees within 75 feet of the public right-of-way may count towards this requirement when located between a building and the street.
- d) Where directly adjacent to non-residential uses, a park will be considered to meet Section 5.7.4 of the Subdivision Ordinance by providing a screening wall, fence and landscaping, or separation via an Internal Drive.

3. Development Standards for Mid-rise Residential and Independent Living Facilities:

- a) Maximum Number of Dwelling Units: 750
- b) Minimum Height:
 - i. 15 stories or 180 feet, except as limited by Single-family Adjacency Height Transitions and set for in Section 3.b)ii.
 - ii. A maximum of 195 linear feet of mid-rise residential building facades that face Headquarters Drive and that provide screening for a parking garage may be less than 15 stories, but shall be no less than the height of the parking garage.
- c) Single-family Adjacency Height Transitions – To provide a transitional height buffer, buildings within 240 feet of an existing single-family lot are subject to the following standards:
 - i. Maximum Height: 3 stories, 45 feet
 - ii. Maximum Number of Units: 5 per building
 - iii. Units shall be located on the same lot with a mid-rise residential building adhering to the 8-story or 100-foot minimum height requirement.
 - iv. Each unit shall have an individual exterior entrance.
- d) Location Restrictions: Mid-rise Residential and Independent Living Facilities shall only be permitted on Proposed Lots 7R and 10R as shown on the Open Space Plan (OSP2024-001).
- e) Minimum Lot Depth: None
- f) Maximum Lot Coverage: 65%
- g) Mid-rise residential development is exempt from the supplemental regulations of Section 15.800 (Multifamily Residence) of the Zoning Ordinance.
- h) Balconies facing Headquarters Drive and located 123 feet or more above grade shall have solid balcony wall with laminated glass achieving a combined height of no less than 6 feet tall.

4. Development Standards for Non-residential Uses: Non-residential uses shall be developed in accordance with the Central Business-1 (CB-1) zoning district except as otherwise specified herein:

- a) Maximum Lot Coverage for Area A as depicted on the Open Space Plan: 45%
- b) Maximum Lot Coverage for all other areas: 75%

5. Parking Requirements:

- a) A minimum of 75% of the required parking for mid-rise residential or independent living facilities shall be located in a parking structure.
- b) Required parking must be provided within 300 feet of the use it serves except for valet parking which may be located anywhere within the Property provided it is in a parking structure.

6. Parking Garages: For parking garages constructed after *[effective date of this Ordinance]*, the following parking garage requirements apply:

- a) For residential uses, parking garages fronting a public street shall be fully concealed by the buildings except for their entry features. A garage for a mid-rise residential building may not exceed the height of the mid-rise residential building.
- b) All permanent parking garages fronting on Headquarters Drive and Legacy Drive must be designed to conceal the vehicular headlights from adjacent residential properties and rights-of-way. The source of internal lighting shall be hooded and shielded to direct light into the parking garage.
- c) Parking ramps must be internal to the garage and must not be clearly visible from the public right-of-way on which the façade fronts, except for garage entrances.

7. Screening: Required screening for new structures constructed after *[effective date of this Ordinance]* shall conform to requirements in Article 20 and the following:

- a) Newly constructed roof-mounted equipment, including, but not limited to, vent stacks and their roof penetrations, elevator cabs, storage tanks, compressor units and water chillers, shall be integrated into the building design and screened to minimize visibility from adjacent ground level public streets or Internal Drives.
- b) The following elements shall be screened from ground level view from adjacent public and internal drives: trash containers; trash collection areas; maintenance facilities; ground-mounted utilities equipment; storage areas; incinerators; air conditioning chillers; storage tanks; construction and maintenance equipment (except when actually in use); ground-level generator; and loading docks.
- c) Trash receptacles shall be oriented toward service corridors and screened from view.
- d) Loading docks be either fully or semi-recessed within structures to fulfill part or all of the screening requirements.
- e) Utility company switchgear, splice cabinets, and other surface mounted utility equipment shall be screened by landscaping or screening walls except when prohibited by such utility company.
- f) All cabinets, wiring, conductors, lamps, transformers, ballasts, raceways, attachment devices and other equipment associated with signage shall be screened from adjacent streets.

8. Internal Drive Standards: Internal Drives shall be provided in the locations shown on the Open Space Plan and comply with the following:

- a) Internal Drives shall be privately owned and maintained but open to the public for transportation purposes only.
- b) Except as provided below, Internal Drives shall comply with the cross-section as shown in the Open Space Plan.
 - i. Internal Drives existing on [*effective date of this Ordinance*] may utilize existing pavement width and materials for the travel lanes.
 - ii. Parallel on-street parking spaces shall only be required at the locations shown on the Open Space Plan. Diagonal parking may be used in lieu of parallel parking provided that the minimum sidewalk width and tree planting zone is maintained. Additional parallel or diagonal on-street parking may be provided at time of site plan.
 - iii. Perpendicular parking spaces may be provided in [Area A](#). Perpendicular parking spaces that are depicted on the Open Space Plan are conceptual in nature and may be modified at time of site plan.
- c) A minimum of one 3-inch caliper shade tree shall be required for every 40 linear feet along each side of Internal Drives. Existing trees within 30 feet of a sidewalk count towards this requirement. Shade trees shall be planted with the construction of the adjacent building or Open Space and Amenities.
- d) Trees shall be placed in planting beds or tree grates within five feet of the back of curb of Internal Drives. The exact spacing and location of trees shall be determined at the time of site plan approval.
- e) Sidewalks and street trees shall be constructed along the respective side of the Internal Drives no later than with the construction of the adjacent building.

9. Open Space and Amenities: A minimum 21 acres of Open Space and Amenities shall be provided as shown on the Open Space Plan. Open Space and Amenities not required with Section 10 (Residential Phasing) of this ordinance shall be provided with the construction of the adjacent building. Open Space and Amenities shall consist of the following areas:

- a) *District Trail & Sidewalk Network* – A minimum 4-mile network of trails and sidewalks shall be provided as shown on the Open Space Plan. The *District Trail & Sidewalk Network* shall meet the following standards:
 - i. A 12-foot wide sidewalk shall be constructed along Legacy Drive. All other trails and sidewalks shall be a minimum width of 7 feet;
 - ii. Trash receptacles shall be located adjacent to sidewalks no more than every 500 feet, generally.
- b) *General Green Space* – A minimum 9.5 acres of open space shall be provided in the locations as shown in the Open Space Plan. *Area 1* and *Area 2*, as shown on the Open Space Plan, shall comply with the requirements of Section 13.800.3 (Usable Open Space – General Standards) in addition to the following standards:

- i. *Area 1* shall include a minimum of 0.5 contiguous acres.
 - ii. *Area 2* shall include a minimum of 0.5 contiguous acres.
 - iii. Usable open space shall have no dimension less than 45 feet.
 - iv. Usable open space shall have a minimum of two access points to the *District Trail & Sidewalk Network*, Internal Drives, or public streets. Each access point must abut the trail/sidewalk, drive, or street for a minimum frontage distance of 25 feet.
- c) *Pond/Water Feature* – A minimum 4-acre retention pond shall be provided within the boundaries generally shown on the Open Space Plan and shall include the following associated improvements: seating areas, trash receptacles, a retaining wall, and ten (10) parking spaces reserved for public use. Publicly reserved parking spaces shall be located within 200 feet of the *Pond/Water Feature*.
 - d) *Waterfront Trail* – A minimum 7-foot-wide pedestrian trail shall be provided along the perimeter of the *Pond/Water Feature* in the approximate location shown on the Open Space Plan. The exact location of the *Waterfront Trail* shall be identified at time of site plan for adjacent development, taking into consideration changes to the *Pond/Water Feature*.
 - e) *Pond Plaza* – A minimum 10-foot wide, variable width, hard-surfaced plaza that extends a minimum of 690 linear feet along the *Pond/Water Feature* and provides direct connectivity to the *Waterfront Trail* and the *District Trail & Sidewalk Network*. The *Pond Plaza* shall consist of spaces for outdoor dining, seating areas, bicycle parking, trash receptacles, and pedestrian-scale lighting.
 - f) *Courtyard* – A minimum of 7 acres of contiguous open space between the existing building and parking garages that includes features and amenities including, but not limited to, plazas, water fountains, lighting, seating areas, decorative landscaped areas, trees, and recreational game courts as shown on the Open Space Plan.
 - g) *Pocket Park* – A minimum 0.5 acres of open space shall be provided as a pocket park in the approximate location shown on the Open Space Plan.

10. Residential Phasing:

a) Phase 1: Max 365 units

In addition to recent interior renovations to the existing building, the following must be completed prior to issuance of building permit for the first phase of 365 residential units:

- i. A minimum of 560,000 square feet within the existing office building must have received certificates of occupancy.
- ii. The *Courtyard* shall be maintained, including a plaza for 100 people and recently added recreational game courts and amenities.
- iii. The *Pocket Park*, including seating, shade trees, and trash receptacles, shall be provided.
- iv. The *General Green Space*, including the installation of four new recreational game courts, two new dog parks, excluding *Area 1* and *Area 2*, shall be provided.

- v. A minimum of 1.5 miles of existing and proposed trails/sidewalks in the *District Trail & Sidewalk Network*.

b) Phase 2: Max 385 units

In addition to completion of Phase 1 requirements, the following must be completed prior to the issuance of a certificate of occupancy for the remaining 385 units in Phase 2:

- i. Receive a certificate of occupancy for a new, minimum, 225-key hotel, or a certificate of occupancy indicating completion of construction of a minimum of 250,000 square feet, in the aggregate, of a non-residential building or buildings.
- ii. Certificate(s) of occupancy must be obtained for an additional 400,000 square feet within the existing office building, for a total of 960,000 square feet of occupied space.
- iii. Completion of specified Open Space and Amenities shown on the Open Space Plan as follows:
 - a. Completion of the *Pond/Water Feature*, including the necessary retaining wall.
 - b. Completion of an additional minimum of 1.5 miles of existing and new trails in the *District Trail & Sidewalk Network*, including the *Waterfront Trail*, with associated improvements.
 - c. *Area 1* of the *General Green Space* shall be provided.
- iv. A minimum of ten (10) parking spaces shall be reserved for public use and located within 200 feet of the Bruce Glasscock Park.

11. Multiuse Growth Management: No more than 50% of the total square footage within the district is permitted to be residential uses at any time.

12. Governance Association: Applications for building permits for development within the district shall not be accepted or approved until a Property owners governance association is established. The association shall be responsible for maintaining all Internal Drives, Private Drives, common Property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to, security, promotion and marketing and entertainment. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.

13. Signage Regulations: In addition to signs permitted by Article 22 (Signs) of the Zoning Ordinance, the following additional signs and/or revised sign definitions and standards are permissible:

a) Multipurpose Signs.

- i. Multipurpose signs must be monument signs only, must not exceed 100 square feet in area, and must not exceed 12 feet in height.
- ii. No more than two (2) multipurpose signs may be located along Legacy Drive.
- iii. No more than two (2) multipurpose signs may be located along Headquarters Drive.

- iv. One (1) multipurpose sign may be located along Communications Drive or Water Street.
- v. Multipurpose signs shall have a required front setback of 8 feet and must maintain a minimum distance of 30 feet between signs.

b) Kiosks.

- i. Freestanding kiosk structures are allowed on individual lots. Kiosks are limited to a maximum of 10 feet in height. Visibility requirements must be met for drives and streets. Message and maps on kiosks should be scaled to pedestrian legibility only and may not be legible to drivers.
- ii. Signage on kiosks must not exceed 60 square feet in area. For multiple-sided kiosks, the gross surface area of each side must not exceed two times the allowable square footage divided by the number of sign faces.
- iii. A maximum of 8 freestanding kiosks may be installed in the planned development district, with a maximum of 4 installed per block.

c) Unified-lot Signs. For purposes of this planned development district, all lots will be considered contiguous.

d) Electronic wall signs are prohibited.

e) Portable (trailer) signs are prohibited.

To view the hearing, please click on the provided link:

<https://planotx.new.swagit.com/videos/318222?ts=929>

MB/af

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

MEETING DATE

Monday, October 21, 2024

RESULTS

I, Chair/Commissioner Olley, 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: _____;
and
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: i it revitalized a dying asset consistent with Plano 2050 Guiding Principles, stabilizes employment in the EM and diversified housing stock bringing much needed housing to city;
and
3. The request is consistent with other policies, actions, maps:
 - ☐ Bicycle Transportation Plan Map
 - ☒ Expressway Corridor Environmental Health Map
 - ☐ Facilities & Infrastructure Policy
 - ☐ Future Land Use Map and Dashboards – Description & Priorities
 - ☐ Parks Master Plan Map
 - ☐ Redevelopment & Growth Management Policy – Action 5A
 - ☒ Redevelopment & Growth Management Policy – Action 5B
 - ☐ Redevelopment & Growth Management Policy – Action 5C
 - ☐ Redevelopment & Growth Management Policy – Action 8
 - ☐ Thoroughfare Plan Map & Cross-Sections
 - ☐ Other: _____
4. Comments on any of the above which further explain my position: _____.

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

Tosan A Olley
Signature

10/21/2024
Date

MEETING DATE

Monday, October 21, 2024

RESULTS

I, Chair/Commissioner Cary Cary, after review of the written information and listening to the hearing participants, voted in **OPPOSITION** to this case, finding the following:

☒ I agree with the conclusions in the preliminary report provided by staff because:

This plan does not conform to comp plan

or

☒ The project is incompatible with the Future Land Use Map Dashboard of the Comprehensive Plan because: It includes residential

☒ The request is inconsistent with the overall Guiding Principles of the Comprehensive Plan because: it is in conflict

☐ The request is not substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: _____

The request is inconsistent with other policies, actions, maps:

- ☒ Future Land Use Map and Dashboards – Description & Priorities
- ☐ Future Land Use Map & Dashboards – Mix of Uses
- ☐ Future Land Use Map & Dashboards – Character Defining Elements
- ☐ Parks Master Plan Map
- ☐ Redevelopment & Growth Management Policy – Action 1
- ☐ Redevelopment & Growth Management Policy – Action 5C
- ☐ Redevelopment & Growth Management Policy – Action 8
- ☐ Other: _____

☐ Comments on any of the above which further explain my position: _____

Overall, I believe the applicant's request should be opposed due to the reasons I have indicated above.

Signature

Date

10/21/24

MEETING DATE

Monday, October 21, 2024

RESULTS

I, Chair/Commissioner Ban Alali, 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 proposed project offer ~~multi~~ mixed use; and to exist in proximity to each others
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: it is close to Legacy west; and will give support to existing businesses.
3. The request is consistent with other policies, actions, maps:
 - ☒ Bicycle Transportation Plan Map
 - ☐ Expressway Corridor Environmental Health Map
 - ☐ Facilities & Infrastructure Policy
 - ☐ Future Land Use Map and Dashboards – Description & Priorities
 - ☐ Parks Master Plan Map
 - ☒ Redevelopment & Growth Management Policy – Action 5A
 - ☒ Redevelopment & Growth Management Policy – Action 5B
 - ☒ Redevelopment & Growth Management Policy – Action 5C
 - ☒ Redevelopment & Growth Management Policy – Action 8 partly.
 - ☐ Thoroughfare Plan Map & Cross-Sections
 - ☐ Other: _____

4. Comments on any of the above which further explain my position: I think the addition of multi-family (high/mid rise) will promote walkability, proximity of living/working and support close by businesses.

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

Ban Alali

Date

10/21/2024

MEETING DATE

Monday, October 21, 2024

RESULTS

I, ~~Chair~~ ^{mike Bronsky} Commissioner _____, after review of the written information and listening to the hearing participants, voted in **OPPOSITION** to this case, finding the following:

☒ I agree with the conclusions in the preliminary report provided by staff because:

They GOT IT Right.

or

☐ The project is incompatible with the Future Land Use Map Dashboard of the Comprehensive Plan because: _____.

☒ The request is inconsistent with the overall Guiding Principles of the Comprehensive Plan because: we made commitments of consistency.

☐ The request is not substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: _____.

The request is inconsistent with other policies, actions, maps:

- ☒ Future Land Use Map and Dashboards – Description & Priorities
- ☒ Future Land Use Map & Dashboards – Mix of Uses
- ☒ Future Land Use Map & Dashboards – Character Defining Elements
- ☒ Parks Master Plan Map
- ☐ Redevelopment & Growth Management Policy – Action 1
- ☒ Redevelopment & Growth Management Policy – Action 5C
- ☒ Redevelopment & Growth Management Policy – Action 8
- ☒ Other: open space policy

☒ Item Category

☒ Comments on any of the above which further explain my position: Both Residents and Business Community expects us to be consistent

Overall, I believe the applicant's request should be opposed due to the reasons I have indicated above.

Signature

Date

10/21/24

This isn't

MEETING DATE

Monday, October 21, 2024

RESULTS

I, Chair/Commissioner Brown, after review of the written information and listening to the hearing participants, voted in **OPPOSITION** to this case, finding the following:

☒ I agree with the conclusions in the preliminary report provided by staff because:

See below

or

☒ The project is incompatible with the Future Land Use Map Dashboard of the Comprehensive Plan because: The FLUM does not authorize residential.

☒ The request is inconsistent with the overall Guiding Principles of the Comprehensive Plan because: It fundamentally changes the character of the neighborhood in a way not supported by the Comp. Plan or FLUM

☒ The request is not substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: Until the Comp. plan & FLUM are reevaluated & amended as necessary, the cities fundamental

The request is inconsistent with other policies, actions, maps:

☐ Future Land Use Map and Dashboards – Description & Priorities

☐ Future Land Use Map & Dashboards – Mix of Uses

☐ Future Land Use Map & Dashboards – Character Defining Elements

☐ Parks Master Plan Map

☐ Redevelopment & Growth Management Policy – Action 1

☐ Redevelopment & Growth Management Policy – Action 5C

☐ Redevelopment & Growth Management Policy – Action 8

☐ Other: _____

☐ Comments on any of the above which further explain my position: _____

Overall, I believe the applicant's request should be opposed due to the reasons I have indicated above.

J. Michael Brown
Signature

10/21/2024
Date

MEETING DATE

Monday, October 21, 2024

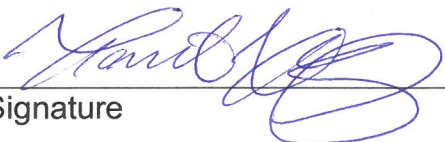
RESULTS

I, Chair/Commissioner Tianle Tong 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 the community, brings business & vibrant lives to the area and
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: it will bring more & higher quality product and
3. The request is consistent with other policies, actions, maps:
 - ☐ Bicycle Transportation Plan Map
 - ☐ Expressway Corridor Environmental Health Map
 - ☐ Facilities & Infrastructure Policy
 - ☐ Future Land Use Map and Dashboards – Description & Priorities
 - ☐ Parks Master Plan Map
 - ☒ Redevelopment & Growth Management Policy – Action 5A
 - ☒ Redevelopment & Growth Management Policy – Action 5B
 - ☒ Redevelopment & Growth Management Policy – Action 5C
 - ☒ Redevelopment & Growth Management Policy – Action 8
 - ☒ Thoroughfare Plan Map & Cross-Sections
 - ☐ Other: _____
4. Comments on any of the above which further explain my position: _____

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

Signature



Date

10/21/2024

MEETING DATE


Monday, October 21, 2024

RESULTS

I, Chair/Commissioner Downs, 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 PROVIDES NEW HOUSING TYPES &
and REDEVELOPMENT OF AGING AREAS
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: INCREASED DENSITY IN
and THIS AREA DRIVES UTILIZATION OF ALL AREAS
3. The request is consistent with other policies, actions, maps:
 - ☐ Bicycle Transportation Plan Map
 - ☐ Expressway Corridor Environmental Health Map
 - ☐ Facilities & Infrastructure Policy
 - ☐ Future Land Use Map and Dashboards – Description & Priorities
 - ☐ Parks Master Plan Map
 - ☒ Redevelopment & Growth Management Policy – Action 5A
 - ☒ Redevelopment & Growth Management Policy – Action 5B
 - ☒ Redevelopment & Growth Management Policy – Action 5C
 - ☒ Redevelopment & Growth Management Policy – Action 8
 - ☐ Thoroughfare Plan Map & Cross-Sections
 - ☐ Other: _____
4. Comments on any of the above which further explain my position: _____

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


Signature

10/21/24
Date

MEETING DATE

Monday, October 21, 2024

RESULTS

I, Chair/Commissioner RATLIFF, 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 provides a diversity of housing to support the employment center and
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: provides housing for adjacent employers and
3. The request is consistent with other policies, actions, maps:
 - ☐ Bicycle Transportation Plan Map
 - ☒ Expressway Corridor Environmental Health Map
 - ☐ Facilities & Infrastructure Policy
 - ☒ Future Land Use Map and Dashboards – Description & Priorities
 - ☐ Parks Master Plan Map
 - ☒ Redevelopment & Growth Management Policy – Action 5A
 - ☒ Redevelopment & Growth Management Policy – Action 5B
 - ☒ Redevelopment & Growth Management Policy – Action 5C
 - ☒ Redevelopment & Growth Management Policy – Action 8
 - ☐ Thoroughfare Plan Map & Cross-Sections
 - ☐ Other: _____

4. Comments on any of the above which further explain my position: a logical continuation of adjacent PD 6A with adjacency to existing residential and mixed use in Legacy West

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

10/21/24
Date

AGENDA ITEM NO. 6A

PUBLIC HEARING: Zoning Case 2024-003

PETITIONER: CCI-D 6501 Legacy Owners LLC

CASE PLANNER: Mike Bell, AICP

DESCRIPTION: Request to rezone **from** Central Business-1 **to** Planned Development-Central Business-1 to establish uses and development standards for mixed-use development on 107.0 acres located at the southeast corner of Legacy Drive and Headquarters Drive. Tabled on August 19, 2024, September 3, 2024, and September 16, 2024. Project #ZC2024-003.

EXECUTIVE SUMMARY:

The purpose of the request is to create a Planned Development (PD) district to facilitate a mixed-use development at the southeast corner of Legacy Drive and Headquarters Drive. The development is referred to as "The Park at Legacy." As currently shown on the associated concept plan and open space plan, the proposal includes new development of mid-rise residential, office, restaurant, and hotel surrounding the existing office building. Open space preserved or enhanced onsite will include a pond, renovation of the existing courtyard, a new sidewalk and trail network, and other general open spaces around the development.

Updates since September 16, 2024

On September 16, 2024, the Planning & Zoning Commission tabled the item with direction to the applicant to complete the required Traffic Impact Analysis (TIA) and Environmental Health Area (EHA) study. These items have been completed and the findings incorporated into the associated plans and PD stipulations. Additionally, the applicant was given direction to make firmer commitments to what was shown in the concept plan. The following is summary of changes made in response to the P&Z's direction.

Issue #1: The TIA was incomplete.

P&Z Direction: Complete the TIA and incorporate recommendations into the proposal.

Update: The TIA has been completed, with the following recommendations affecting the design of the site:

- Northbound Leadership Drive at Headquarters Drive: Construct an additional dedicated left turn lane and a dedicated right turn lane.
- Southbound Corporate Drive at Legacy Drive: Construct a dedicated left-turn, dedicated thru-lane, and dedicated left-turn lane.

These improvements are not warranted until full build-out and are not needed to accommodate the traffic generated from the minimum phasing requirements. Additional recommendations were for off-site improvements which will be enforced through the civil engineering plan review process and will require consistency with the TIA.

Issue #2: An EHA study was not conducted.

P&Z Direction: Conduct the EHA study and incorporate the recommended mitigations into the PD stipulations.

Update: The EHA study has been completed, which found:

- No additional air filtration standards are required above those within the city's regulations.
- Noise will exceed the maximum recommended 65 dBA Ldn on the eleventh floor and above. Recommended mitigation includes enclosing balconies with laminated glass to reduce noise levels to within the recommended range.

The PD stipulations have been updated to require balconies facing Headquarters Drive above 123 feet from grade be enclosed using a combination of a solid wall and laminated glass totaling a minimum six feet in height.

Issue #3: Residential uses could be located anywhere outside of a 300-foot by 300-foot square at the intersection of Legacy Drive and Headquarters Drive.

P&Z Direction: Commit to the location of residential uses.

Update: PD stipulations and the open space plan now commit to a prohibition of residential uses within a 1,000-foot radius at the intersection of Headquarters Drive and Legacy Drive and 600 feet from the centerline of Legacy Drive.

Issue #4: The location of open space in Phase 2 was listed as conceptual, with final locations to be determined after zoning through the site plan process.

P&Z Direction: Commit to the locations of open space in the development as part of the Open Space Plan.

Update: The word "Conceptual" has been removed from the title of the Open Space Plan and 0.5-acre areas of open space labeled "Area 1" and "Area 2" have been added to the open space plan. These areas are fixed through the plan, although still somewhat flexible in nature as minor amendments are allowed and the final design will be determined at the preliminary site plan stage. PD stipulations have been updated to include language that allows the exact boundaries of the open space to be relocated using the minor amendments process for plans adopted by ordinance in Article 11 of the Zoning Ordinance.

Issue #5: PD stipulations allowed residential development to be constructed without any new non-residential development.

P&Z Direction: Commit to vertical construction of a new non-residential building in each phase.

Update: PD stipulations have been updated to include a commitment to vertical construction of 250+ key hotel or at least 250,000 square feet of non-residential development prior to allowance for the second phase of residential units. No new vertical construction is required for the first phase of residential units. The applicant is requesting the Commission consider the recent reinvestment into the existing campus as credit for non-residential development for the first phase.

Issue #6: The zoning allowed much greater intensity (lot coverage, setbacks, floor area area) than what was proposed in the concept plan. Additionally, the concept plan also showed 20+ story residential towers, but the PD stipulations only required a minimum of 8 stories.

P&Z Direction: Commit to PD standards that reflect the form of development shown in the concept plan.

Update: PD stipulations have been updated to include a 65% maximum lot coverage for residential lots, 45% maximum lot coverage for the block that includes the pond/water features and 1-story restaurants (labeled as “Area A” on the open space plan), and a 75% maximum lot coverage elsewhere in the Planned Development. Additionally, the minimum height for residential uses has been increased to 15-stories with an exception for 195 linear feet of facades facing Headquarters Drive that are used to wrap the proposed parking garages.

Although not an issue raised by the Commission at the last meeting, the applicant has also reduced the allowances for signage size from 225 to 100 square feet, and height from 15 feet to 12 feet.

Major topics of consideration in this request include:

- Central Business-1 (CB-1) Zoning – The property is currently zoned CB-1, which is intended to create a highly concentrated business center similar to traditional downtowns of major cities. It has no maximum height, no minimum setbacks, and no lot coverage requirements for non-residential development. Much of the non-residential aspects of the proposed development are currently permitted by-right. New residential development, where approved by a Specific Use Permit, also has no maximum height but is limited to a maximum density of 174 dwelling units per acre when over 3 stories in height. This district allows the greatest amount of development intensity of any zoning category in the city.
- Residential Uses – The request would allow up to 750 mid-rise residential or independent living units, including 5 townhome-style, residential units. The associated plans show residential to be constructed in two 20-to-22-story towers, with an additional 5 units in a 3-story townhome-style building to buffer single-family to the northeast. PD stipulations have been updated to increase the minimum height for the primary building to 15 stories, with exceptions allowing less height for a small portion of facades wrapping parking structures. The allowance for a maximum height of 3 stories when located within 240 feet of existing single-family lots remains, which is intended to create a height transition from the existing single-family homes to the east. The prohibition on residential uses within a 300-foot by 300-foot square at the intersection of Legacy Drive and Headquarters Drive has been increased to a 1,000-foot radius. This increased the prohibited area from approximately two acres to 17 acres.

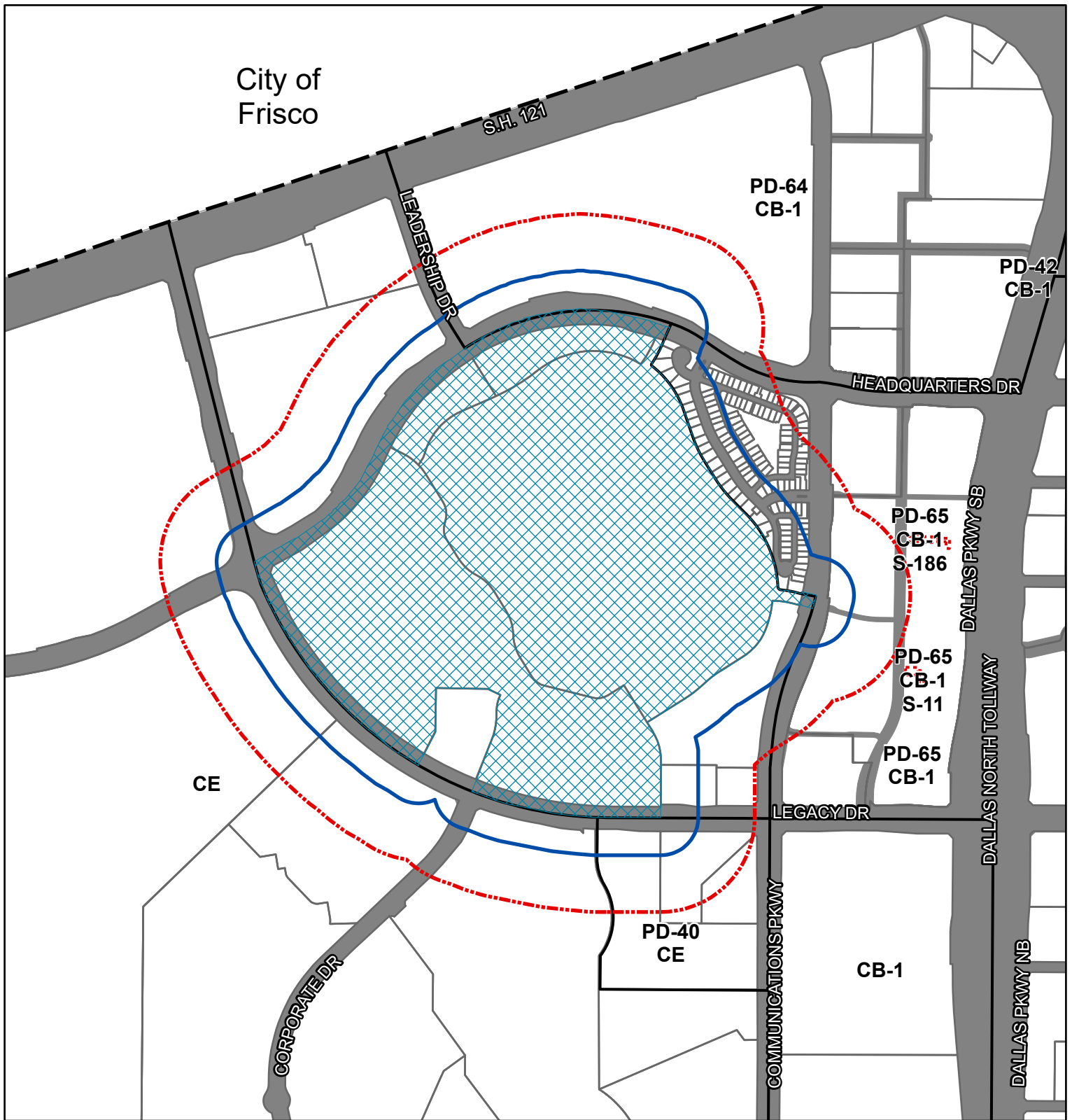
- Non-residential Uses – The associated concept plan shows the existing 4-story, 2.2 million square foot office building and two 3-story parking garages to remain. New construction will include five office towers ranging from 3-story to 21-stories in height, a 10-story hotel, and four 1-story restaurants. These uses are currently permitted under the existing zoning. Phasing will require vertical construction at 225+ key hotel or a minimum of 250,000 square feet of new nonresidential development.
- Open Space & Amenities – An Open Space Plan will be attached to the zoning that illustrates the various open space amenities. These include the existing 7-acre courtyard, a 4-acre pond/water feature with perimeter trail, a 0.5-acre pocket park, a 4-mile trail and sidewalk network, and 8.5 acres of general green space. In total, the PD would require a minimum of 20 acres of passive or active open space on the 99-acre site. The locations of the open space are fixed with this plan, with an allowance for minor amendments through the site plan process.
- Renovation of Existing Campus – The applicant has recently renovated much of the existing 2.2 million square foot office building (1.8 million square feet of leasable space), and approximately 560,000 square feet are currently occupied. A 7-acre courtyard between the office buildings and parking garages has been renovated. The courtyard will be accessible to nearby residents. Phasing requirements of the PD give credit for these recent renovations as part of the allowance for the first phase of residential. An additional 400,000 square feet within the existing office must be occupied prior to building permits for the remaining residential units.
- Phasing – PD stipulations would allow the 750 residential units to be permitted in two phases:
 - Phase 1 – up to 365 units: requires certificates of occupancy for 560,000 square feet of the existing office building, maintaining the existing 7.0-acre courtyard, retaining 7.0 acres of green space around the existing buildings with amenities, providing 1.5 acres of open space around the pond, designating space as a 0.5-acre pocket park, and completing 1.5 miles of the 4.0-mile trail and sidewalk network.
 - Phase 2 – remaining 385 units: requires certificates of occupancy for 960,000 total square feet in the existing office building, vertical construction of at least 250,000 square feet of non-residential development or 250+ key hotel, a 4-acre retention pond, and another 1.5 miles of the trail and sidewalk network (3.0 of 4.0 total miles).
- Street and Sidewalk Network – A network of internal drives is proposed to provide connectivity within the site. The PD designates several “Internal Drives” which will be constructed to the city’s standard for mixed-use local streets in certain locations. This includes 7-foot-wide sidewalks and street trees along all internal drives, as well as on-street parking in various locations. Staff encouraged the applicant to construct all internal drive with these standards, effectively creating a private street network to support the intensity of development allowed by CB-1 zoning (as is typical for mixed-use development in Plano); however, the applicant is requesting these to be provided only in specific locations. This is to allow existing drive aisles and parking spaces to be utilized. As a result, the street network has inconsistent design.
- Traffic Impact Analysis (TIA) – The TIA has been completed, with the following recommendations affecting the design of the site:
 - Northbound Leadership Drive at Headquarters Drive: Construct an additional dedicated left turn lane and a dedicated right turn lane.

- Southbound Corporate Drive at Legacy Drive: Construct a dedicated left-turn, dedicated thru-lane, and dedicated left-turn lane.

These improvements are not warranted until full build-out and are not needed to accommodate the traffic generated from the minimum phasing requirements. Additional recommendations were for off-site improvements which will be enforced through the civil engineering plan review process and will require consistency with the TIA.

- Conformance to the Comprehensive Plan – The Future Land Use Map designates the majority of the subject property as Employment Center (EM), with a minor portion designated as Open Space Network (OS).
 - With a focus on employment-generating uses, the Comprehensive Plan does not support residential uses on the property.
 - The applicant is showing flexibility for development within the OS portion. Appropriate development can occur within OS designations if the city does not own the property.
 - The request is in conformance with some of the character-defining elements and growth-related policies; however, due to lack of conformance with other issues, findings will be required.

For these reasons, the request is considered disfavored under the standards of the comprehensive plan and Findings are required to approve the request. A concept plan and open space plan accompany this request as Agenda Item 6B.



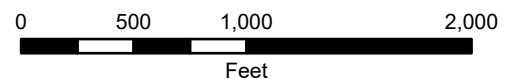
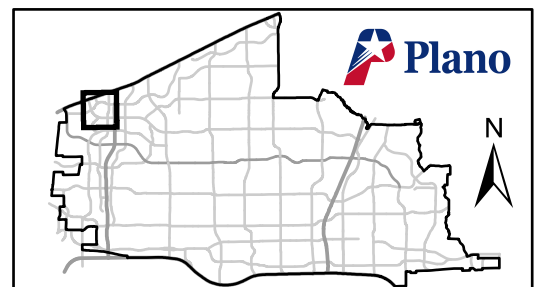
Zoning Case: 2024-003

Existing Zoning: Central Business-1

Proposed Zoning: Planned Development-Central Business-1

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

Source: City of Plano



S.H. 121

LEADERSHIP DR


HEADQUARTERS DR

LEGACY DR

COMMUNICATIONS PKWY



Zoning Case 2024-003

 Area of Request

Source: City of Plano



STAFF PRELIMINARY REPORT – INTRODUCTORY REMARKS

The purpose of the request is to rezone from Central Business-1 (CB-1) to Planned Development-Central Business-1 (PD-CB-1) to facilitate a mixed-use development.

Zoning – Section 10.900.1 of the Zoning Ordinance states the purpose of the CB-1 districts as follows:

Central Business-1 (CB-1): The CB-1 district is intended for use in conjunction with the [Commercial Employment] district to permit a highly concentrated business center similar to traditional downtown areas of major cities.

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

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

Site History

The subject property was developed as a corporate office campus for JCPenney in the early 1990s. Portions of the original campus have been subdivided and sold, including the site of future Bruce Glasscock Park, the retail and bank sites at the corner of Legacy Drive and Communications Parkway, the single-family subdivision at the corner of Legacy Drive and Headquarters Drive, and a future hotel site on Lot 8R.

Today, the campus is partially developed with an office building totaling approximately 1.8 million of leasable square feet, with two parking garages, landscape amenities, courtyard, trail along Legacy Drive, and a pond. Excluding existing buildings and other site improvements, approximately 38 acres of land remain undeveloped, primarily along the Headquarters Drive and Legacy Drive frontage.

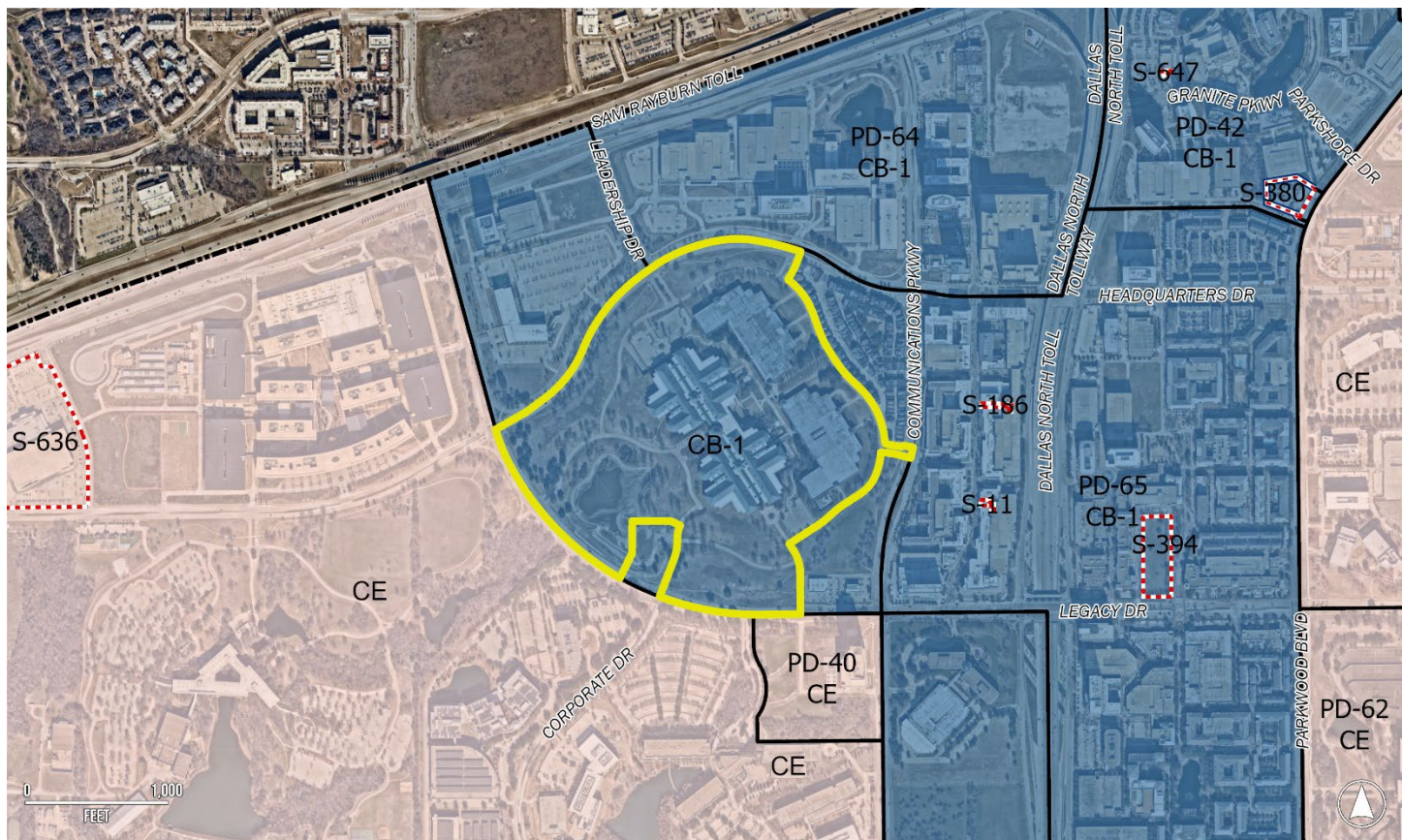
The property was rezoned from Commercial Employment (CE) to Central Business-1 (CB-1) in 2016 in anticipation of an entirely non-residential development. Since that time, three similar mixed-use rezoning requests for the subject property have been considered prior to this current request, all under previous ownership:

- The first request (ZC2018-025) was recommended for approval by the Planning & Zoning Commission (Commission) on February 18, 2019, and subsequently withdrawn by the applicant prior to City Council consideration.

- [Link to P&Z Packet – Agenda Items No. 1A & 1B](#)
- [Link to P&Z Video](#)
- The second request (ZC2019-012) was recommended for approval by the Planning & Zoning Commission on September 3, 2019. That request was denied by City Council on October 14, 2019.
 - [Link to P&Z Packet – Agenda Items No. 3A & 3B](#)
 - [Link to P&Z Video](#)
 - [Link to CC Video](#)
- The third request (ZC2019-023) was recommended for approval by the Planning & Zoning Commission on February 3, 2020, and denied by City Council on March 17, 2020.
 - [Link to P&Z Packet – Agenda Items No. 2A & 2B](#)
 - [Link to P&Z Video](#)
 - [Link to CC Video](#)

Surrounding Land Use and Zoning

North	The properties to the north are zoned Central Business-1 (CB-1) and Planned Development-64-Central Business-1 (PD-64-CB-1) and are developed with professional/general administrative offices.
East	The properties to the east are zoned CB-1 and Planned Development-65-Central Business-1 (PD-65-CB-1) and are developed with single-family homes, undeveloped land planned for a future public park, a retail store, and a bank. Further to the east across Communications Parkway is zoned PD-65-CB-1 and is developed with a mixed-use area commonly referred to as Legacy West.
South	The property to the south is zoned CB-1 and, although currently undeveloped, has an approved preliminary site plan for a hotel. To the south across Legacy Drive is zoned Commercial Employment (CE) and Planned Development-40-Commercial Employment (PD-40-CE) and includes undeveloped land and professional/general administrative offices.
West	The properties to the west and northwest across Legacy Drive are zoned CE and are developed with professional/general administrative offices.



Planned Development Stipulations

Substantive changes to Planned Development stipulations since the September 16, 2024 meeting are [in blue font](#). A strikethrough-underline version is included as an attachment to this report.

The permitted uses and standards shall be in accordance with the Central Business-1 (CB-1) zoning district, unless otherwise specified herein:

1. Uses:

a) Additional Permitted Uses:

- i. Independent Living Facility
- ii. Mid-Rise Residential
- iii. Retail/Service (Incidental)

b) Additional Standards for Permitted Uses:

- i. Vehicle Storage uses are only permitted when located within a parking structure and do not utilize required parking spaces.
- ii. Licensed Massage Therapy uses are only permitted as an accessory use to a Health/Fitness Center, Hotel, or Medical Office.

c) Additional Prohibited Uses:

- i. Assisted Living Facility
- ii. Body Piercing
- iii. Cabinet/Upholstery Shop
- iv. Car Wash
- v. Cemetery/Mausoleum
- vi. Compact Construction & Transportation Equipment Sales & Service
- vii. Continuing Care Facility
- viii. Convenience Store, Freestanding
- ix. Dry Cleaning Plant
- x. Electrical Power Generating Plant
- xi. Fairgrounds
- xii. Farm, Ranch, Garden, or Orchard
- xiii. Furniture and Appliance, Storage/Repair of (Inside)
- xiv. Garden Center
- xv. Kennel (Outdoor Pens)
- xvi. Long-term Care Facility
- xvii. Mini-Warehouse/Public Storage
- xviii. Mortuary/Funeral Parlor
- xix. Motorcycle Sales & Service
- xx. Nursery
- xxi. Paint Shop
- xxii. Pawn Shop
- xxiii. Print Shop (Major)
- xxiv. Public Storage/Mini-Warehouse
- xxv. Railroad Freight Depot or Dock
- xxvi. Sewage Treatment Plant
- xxvii. Superstore

- xxviii. Tattooing and Permanent Cosmetics
- xxix. Theater (Drive-in)
- xxx. Vehicle Dealer (Used)
- xxxi. Vehicle Dealer (New)
- xxxii. Vehicle Parts Sales (Inside)
- xxxiii. Vehicle Repair (Major)
- xxxiv. Vehicle Repair (Minor/Fueling Station)
- xxxv. Vehicle Storage (Outside)
- xxxvi. Warehouse/Distribution Center
- xxxvii. Water Treatment Plant

2. General Standards:

- a) The Open Space Plan is adopted as part of this ordinance. The layout of Internal Drives, Sidewalk/Trail Network, and Open Space and Amenities must comply with the adopted Open Space Plan; however, the Planning & Zoning Commission may approve minor amendments consistent with Section 12.1400 (Minor Amendments for Plan Adopted by Ordinance) of the Zoning Ordinance.
- b) No fencing shall be permitted along the perimeter of the district or surrounding publicly accessible open space in a manner that prevents access to such open space.
- c) Along Headquarters Drive and Legacy Drive, one 3-inch caliper or greater shade tree and one ornamental tree (7-foot planted height) shall be provided per 50 feet of linear frontage. Existing trees within 75 feet of the public right-of-way may count towards this requirement when located between a building and the street.
- d) Where directly adjacent to non-residential uses, a park will be considered to meet Section 5.7.4 of the Subdivision Ordinance by providing a screening wall, fence and landscaping, or separation via an Internal Drive.

3. Development Standards for Mid-rise Residential and Independent Living Facilities:

- a) Maximum Number of Dwelling Units: 750
- b) Minimum Height:
 - i. 15 stories or 180 feet, except as limited by Single-family Adjacency Height Transitions and set for in Section 3.b)ii.
 - ii. A maximum of 195 linear feet of mid-rise residential building facades that face Headquarters Drive and that provide screening for a parking garage may be less than 15 stories, but shall be no less than the height of the parking garage.
- c) Single-family Adjacency Height Transitions – To provide a transitional height buffer, buildings within 240 feet of an existing single-family lot are subject to the following standards:
 - i. Maximum Height: 3 stories, 45 feet
 - ii. Maximum Number of Units: 5 per building

- iii. Units shall be located on the same lot with a mid-rise residential building adhering to the 8-story or 100-foot minimum height requirement.
- iv. Each unit shall have an individual exterior entrance.

d) **Location Restrictions: Mid-rise Residential and Independent Living Facilities may not be located:**

- i. Within 1,000 feet of the intersection of the centerline of Legacy Drive and Headquarters Drive; and
- ii. Within 600 feet of the centerline of Legacy Drive.

e) Minimum Lot Depth: None

f) Maximum Lot Coverage: 65%

g) Mid-rise residential development is exempt from the supplemental regulations of Section 15.800 (Multifamily Residence) of the Zoning Ordinance.

h) Balconies facing Headquarters Drive and located 123 feet or more above grade shall have solid balcony wall with laminated glass achieving a combined height of no less than 6 feet tall.

4. Development Standards for Non-residential Uses: Non-residential uses shall be developed in accordance with the Central Business-1 (CB-1) zoning district except as otherwise specified herein:

- a) Maximum Lot Coverage for Area A as depicted on the Open Space Plan: 45%
- b) Maximum Lot Coverage for all other areas: 75%

5. Parking Requirements:

- a) A minimum of 75% of the required parking for mid-rise residential or independent living facilities shall be located in a parking structure.
- b) Required parking must be provided within 300 feet of the use it serves except for valet parking which may be located anywhere within the Property provided it is in a parking structure.

6. Parking Garages: For parking garages constructed after *[effective date of this Ordinance]*, the following parking garage requirements apply:

- a) For residential uses, parking garages fronting a public street shall be fully concealed by the buildings except for their entry features. A garage for a mid-rise residential building may not exceed the height of the mid-rise residential building.
- b) All permanent parking garages fronting on Headquarters Drive and Legacy Drive must be designed to conceal the vehicular headlights from adjacent residential properties and rights-of-way. The source of internal lighting shall be hooded and shielded to direct light into the parking garage.
- c) Parking ramps must be internal to the garage and must not be clearly visible from the public right-of-way on which the façade fronts, except for garage entrances.

7. Screening: Required screening for new structures constructed after [*effective date of this Ordinance*] shall conform to requirements in Article 20 and the following:

- a) Newly constructed roof-mounted equipment, including, but not limited to, vent stacks and their roof penetrations, elevator cabs, storage tanks, compressor units and water chillers, shall be integrated into the building design and screened to minimize visibility from adjacent ground level public streets or Internal Drives.
- b) The following elements shall be screened from ground level view from adjacent public and internal drives: trash containers; trash collection areas; maintenance facilities; ground-mounted utilities equipment; storage areas; incinerators; air conditioning chillers; storage tanks; construction and maintenance equipment (except when actually in use); ground-level generator; and loading docks.
- c) Trash receptacles shall be oriented toward service corridors and screened from view.
- d) Loading docks be either fully or semi-recessed within structures to fulfill part or all of the screening requirements.
- e) Utility company switchgear, splice cabinets, and other surface mounted utility equipment shall be screened by landscaping or screening walls except when prohibited by such utility company.
- f) All cabinets, wiring, conductors, lamps, transformers, ballasts, raceways, attachment devices and other equipment associated with signage shall be screened from adjacent streets.

8. Internal Drive Standards: Internal Drives shall be provided in the locations shown on the Open Space Plan and comply with the following:

- a) Internal Drives shall be privately owned and maintained but open to the public for transportation purposes only.
- b) Except as provided below, Internal Drives shall comply with the cross-section as shown in the Open Space Plan.
 - i. Internal Drives existing on [*effective date of this Ordinance*] may utilize existing pavement width and materials for the travel lanes.
 - ii. Parallel on-street parking spaces shall only be required at the locations shown on the Open Space Plan. Diagonal parking may be used in lieu of parallel parking provided that the minimum sidewalk width and tree planting zone is maintained. Additional parallel or diagonal on-street parking may be provided at time of site plan.
 - iii. Perpendicular parking spaces may be provided in Area A. Perpendicular parking spaces that are depicted on the Open Space Plan are conceptual in nature and may be modified at time of site plan.
- c) A minimum of one 3-inch caliper shade tree shall be required for every 40 linear feet along each side of Internal Drives. Existing trees within 30 feet of a sidewalk count towards this requirement. Shade trees shall be planted with the construction of the adjacent building or Open Space and Amenities.

- d) Trees shall be placed in planting beds or tree grates within five feet of the back of curb of Internal Drives. The exact spacing and location of trees shall be determined at the time of site plan approval.
- e) Sidewalks and street trees shall be constructed along the respective side of the Internal Drives no later than with the construction of the adjacent building.

9. Open Space and Amenities: A minimum 21 acres of Open Space and Amenities shall be provided as shown on the Open Space Plan. Open Space and Amenities not required with Section 10 (Residential Phasing) of this ordinance shall be provided with the construction of the adjacent building. Open Space and Amenities shall consist of the following areas:

- a) *District Trail & Sidewalk Network* – A minimum 4-mile network of trails and sidewalks shall be provided as shown on the Open Space Plan. The *District Trail & Sidewalk Network* shall meet the following standards:
 - i. A 12-foot wide sidewalk shall be constructed along Legacy Drive. All other trails and sidewalks shall be a minimum width of 7 feet;
 - ii. Trash receptacles shall be located adjacent to sidewalks no more than every 500 feet, generally.
- b) *General Green Space* – A minimum 9.5 acres of open space shall be provided in the locations as shown in the Open Space Plan. *Area 1* and *Area 2*, as shown on the Open Space Plan, shall comply with the requirements of Section 13.800.3 (Usable Open Space – General Standards) in addition to the following standards:
 - i. *Area 1* shall include a minimum of 0.5 contiguous acres.
 - ii. *Area 2* shall include a minimum of 0.5 contiguous acres.
 - iii. Usable open space shall have no dimension less than 45 feet.
 - iv. Usable open space shall have a minimum of two access points to the *District Trail & Sidewalk Network*, Internal Drives, or public streets.
- c) *Pond/Water Feature* – A minimum 4-acre retention pond shall be provided within the boundaries generally shown on the Open Space Plan and shall include the following associated improvements: seating areas, trash receptacles, a retaining wall, and ten (10) parking spaces reserved for public use. Publicly reserved parking spaces shall be located within 200 feet of the *Pond/Water Feature*.
- d) *Waterfront Trail* – A minimum 7-foot-wide pedestrian trail shall be provided along the perimeter of the *Pond/Water Feature* in the approximate location shown on the Open Space Plan. The exact location of the *Waterfront Trail* shall be identified at time of site plan for adjacent development, taking into consideration changes to the *Pond/Water Feature*.
- e) *Pond Plaza* – A minimum 10-foot wide, variable width, hard-surfaced plaza that extends a minimum of 690 linear feet along the *Pond/Water Feature* and provides direct connectivity to the *Waterfront Trail* and the *District Trail & Sidewalk Network*. The *Pond Plaza* shall consist of

spaces for outdoor dining, seating areas, bicycle parking, trash receptacles, and pedestrian-scale lighting.

- f) *Courtyard* – A minimum of 7 acres of contiguous open space between the existing building and parking garages that includes features and amenities including, but not limited to, plazas, water fountains, lighting, seating areas, decorative landscaped areas, trees, and recreational game courts as shown on the Open Space Plan.
- g) *Pocket Park* – A minimum 0.5 acres of open space shall be provided as a pocket park in the approximate location shown on the Open Space Plan.

10. Residential Phasing:

a) Phase 1: Max 365 units

In addition to recent interior renovations to the existing building, the following must be completed prior to issuance of building permit for the first phase of 365 residential units:

- i. A minimum of 560,000 square feet within the existing office building must have received certificates of occupancy.
- ii. The *Courtyard* shall be maintained, including a plaza for 100 people and recently added recreational game courts and amenities.
- iii. The *Pocket Park*, including seating, shade trees, and trash receptacles, shall be provided.
- iv. The *General Green Space*, including the installation of four new recreational game courts, two new dog parks, excluding *Area 1* and *Area 2*, shall be provided.
- v. A minimum of 1.5 miles of existing and proposed trails/sidewalks in the *District Trail & Sidewalk Network*.

b) Phase 2: Max 385 units

In addition to completion of Phase 1 requirements, the following must be completed prior to the issuance of a building permit for the remaining 385 units in Phase 2:

- i. Commence vertical construction of a new 225+ key hotel or a minimum of 250,000 square feet, in the aggregate, of a non-residential building or buildings.
- ii. Certificate(s) of occupancy must be obtained for an additional 400,000 square feet within the existing office building, for a total of 960,000 square feet of occupied space.
- iii. Completion of specified Open Space and Amenities shown on the Open Space Plan as follows:
 - a. Completion of the *Pond/Water Feature*, including the necessary retaining wall.
 - b. Completion of an additional minimum of 1.5 miles of existing and new trails in the *District Trail & Sidewalk Network*, including the *Waterfront Trail*, with associated improvements.

c. *Area 1 of the General Green Space* shall be provided.

- iv. A minimum of ten (10) parking spaces shall be reserved for public use and located within 200 feet of the Bruce Glasscock Park.

11. Multiuse Growth Management: No more than 50% of the total square footage within the district is permitted to be residential uses at any time.

12. Governance Association: Applications for building permits for development within the district shall not be accepted or approved until a Property owners governance association is established. The association shall be responsible for maintaining all Internal Drives, Private Drives, common Property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to, security, promotion and marketing and entertainment. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.

13. Signage Regulations: In addition to signs permitted by Article 22 (Signs) of the Zoning Ordinance, the following additional signs and/or revised sign definitions and standards are permissible:

a) Multipurpose Signs.

- i. Multipurpose signs must be monument signs only, must not exceed 100 square feet in area, and must not exceed 12 feet in height.
- ii. No more than two (2) multipurpose signs may be located along Legacy Drive.
- iii. No more than two (2) multipurpose signs may be located along Headquarters Drive.
- iv. One (1) multipurpose sign may be located along Communications Drive or Water Street.
- v. Multipurpose signs shall have a required front setback of 8 feet and must maintain a minimum distance of 30 feet between signs.

b) Kiosks.

- i. Freestanding kiosk structures are allowed on individual lots. Kiosks are limited to a maximum of 10 feet in height. Visibility requirements must be met for drives and streets. Message and maps on kiosks should be scaled to pedestrian legibility only and may not be legible to drivers.
- ii. Signage on kiosks must not exceed 60 square feet in area. For multiple-sided kiosks, the gross surface area of each side must not exceed two times the allowable square footage divided by the number of sign faces.
- iii. A maximum of 8 freestanding kiosks may be installed in the planned development district, with a maximum of 4 installed per block.

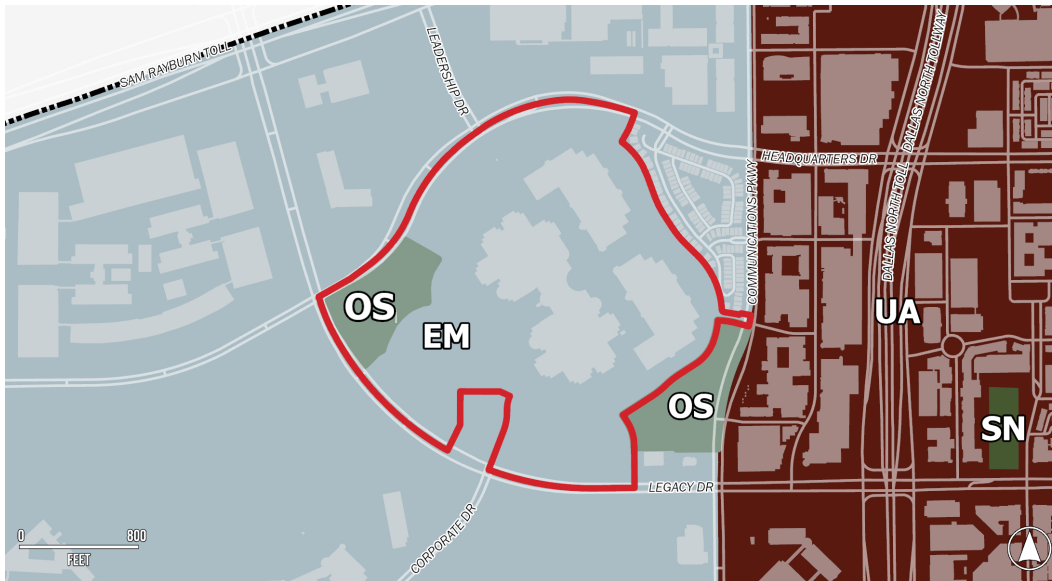
c) Unified-lot Signs. For purposes of this planned development district, all lots will be considered contiguous.

- d) Electronic wall signs are prohibited.
- e) Portable (trailer) signs are prohibited.

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

1 | Future Land Use Map

The subject property is located within the **Employment Centers and Open Space Network** Future Land Use designations.



- Neighborhoods (N)
- Neighborhood Corners (NC)
- Community Corners (CC)
- Suburban Activity Centers (SA)
- Urban Activity Centers (UA)
- Downtown Corridors (DT)
- Employment Centers (EM)
- Expressway Corridors (EX)
- Social Network (SN)
- Open Space Network (OS)
- Subject Property

The Future Land Use Map shall not constitute zoning regulations or establish zoning district boundaries.

Employment Centers (EM)

PRIORITIES

The Employment Centers future land use category applies to the business centers in the Legacy area and along the Plano Parkway/President George Bush Turnpike. The primary uses for Employment Centers are corporate office campuses, medical centers, educational facilities, technology centers, and research facilities. Limited manufacturing and warehouse uses may be allowed to support the employment centers.

Evolving Trends In Office - Much of the Legacy area Employment Center was developed with large corporate campuses. Although these provide desirable open space and urban tree canopy, these sprawling office complexes are often isolated from supporting restaurants, entertainment, service uses, and transit connections that many large businesses are seeking in today's office environment. With improved access to the Dallas/Fort Worth International Airport through the DART Silver Line Rail and recent widening of the PGBT and Sam Rayburn Tollways, the city should evaluate what is needed to sustain the attractiveness of these areas to large corporations.

Residential Development - Residential uses are not appropriate within these centers in order to ensure the city's ability to attract and maintain employment generating uses.

1. Maintaining land for employment generating uses.
2. Evaluating policies to sustain long-term viability of corporate campuses.
3. Updating the Legacy Area Master Plan

Open Space Network (OS)

PRIORITIES

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

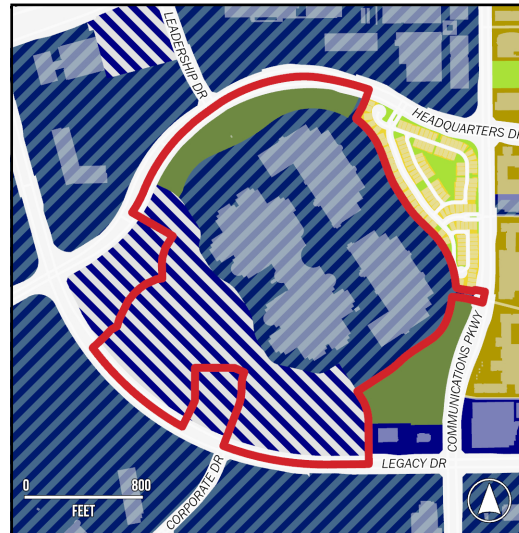
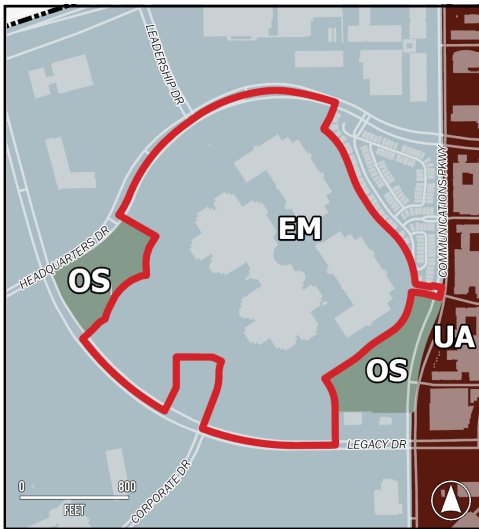
1. Maintain and upgrade parks and open spaces as needed to serve the health and recreational needs of the diverse community.
2. Improve access to these areas through transit and micromobility options.

2 | Mix of Uses - Employment Centers



Click here for
"How to Read
The Dashboards"

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

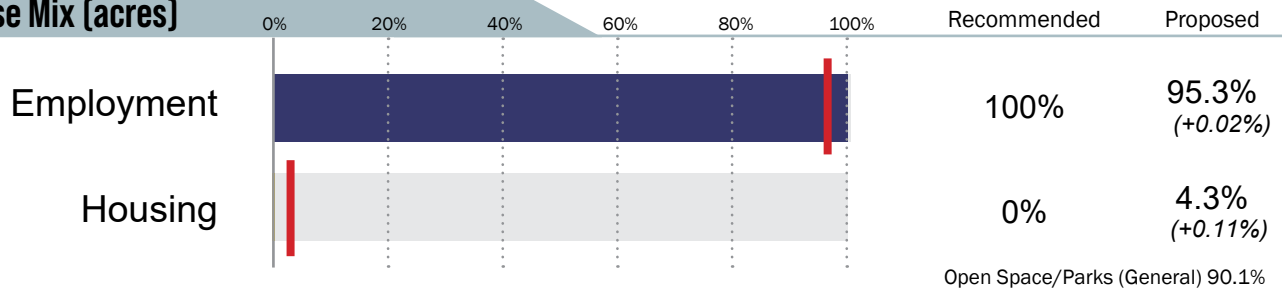


Land Use & Housing Inventory (LUHI)

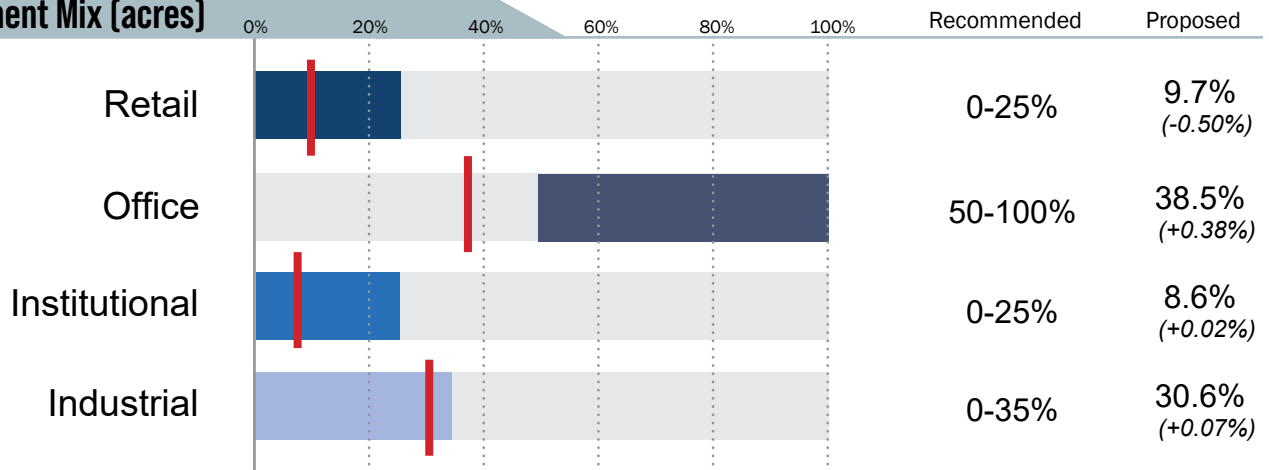
- Employment, Retail Types
- Employment, Office Types
- Employment, Institutional Types
- Employment, Industrial Types
- Housing, Detached SF Types
- Housing, Attached SF Types
- Housing, Multifamily Types
- Housing, Open Space
- Employment, Undeveloped
- Housing, Undeveloped
- General Open Space
- Subject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

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

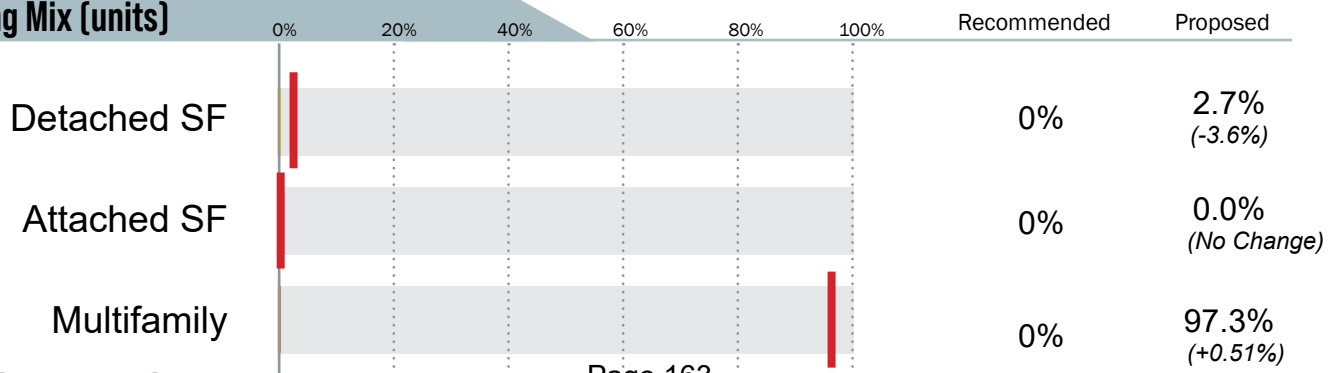
Land Use Mix (acres)



Employment Mix (acres)

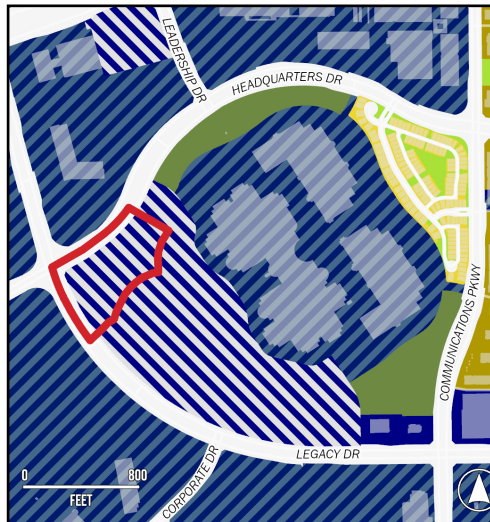
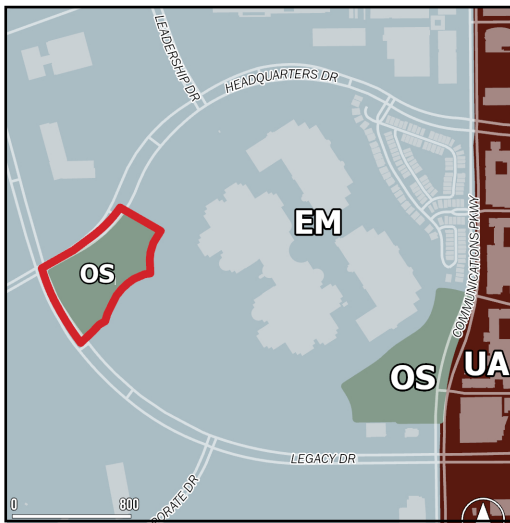


Housing Mix (units)



2 | Mix of Uses - Open Space Network

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



Click here for
"How to Read
The Dashboards"

Land Use & Housing Inventory (LUHI)

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

LUHI Snapshot Date: 1/1/2023

Measurement Area: All properties within the EX Category along US 75

Land Use Mix (acres)

Employment

Housing

Recommended	Proposed
100%	4.1% (No Change)
0%	5.8% (No Change)
Open Space/Parks (General) 90.1%	

Employment Mix (acres)

Retail

Office

Institutional

Industrial

Recommended	Proposed
0-25%	5.6% (No Change)
50-100%	14.3% (9.95%)
0-25%	40.9% (No Change)
0-35%	6.4% (No Change)

Housing Mix (units)

Detached SF

Attached SF

Multifamily

Recommended	Proposed
0%	0.6% (No Change)
0%	0.5% (No Change)
0%	98.9% (No Change)

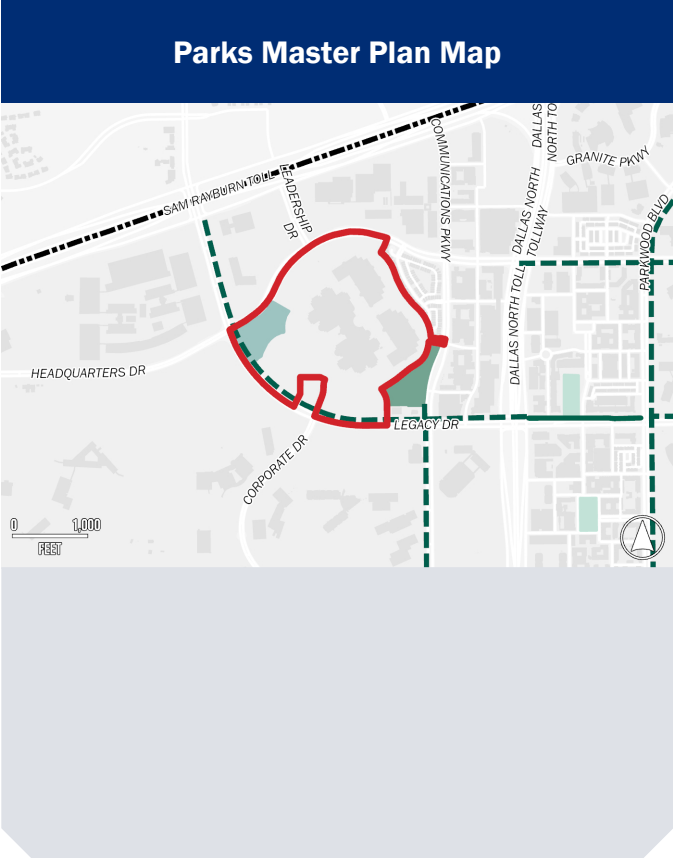
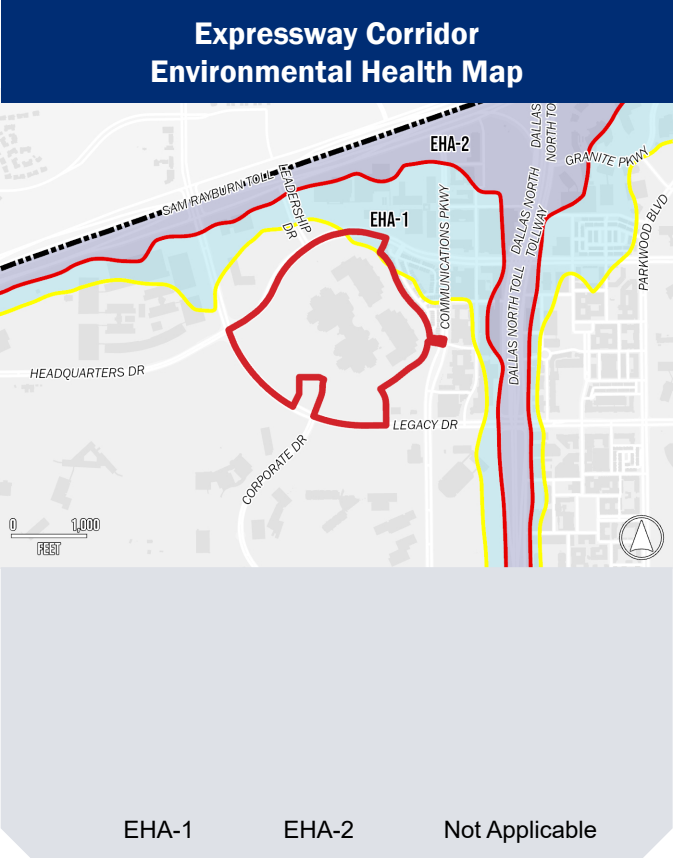
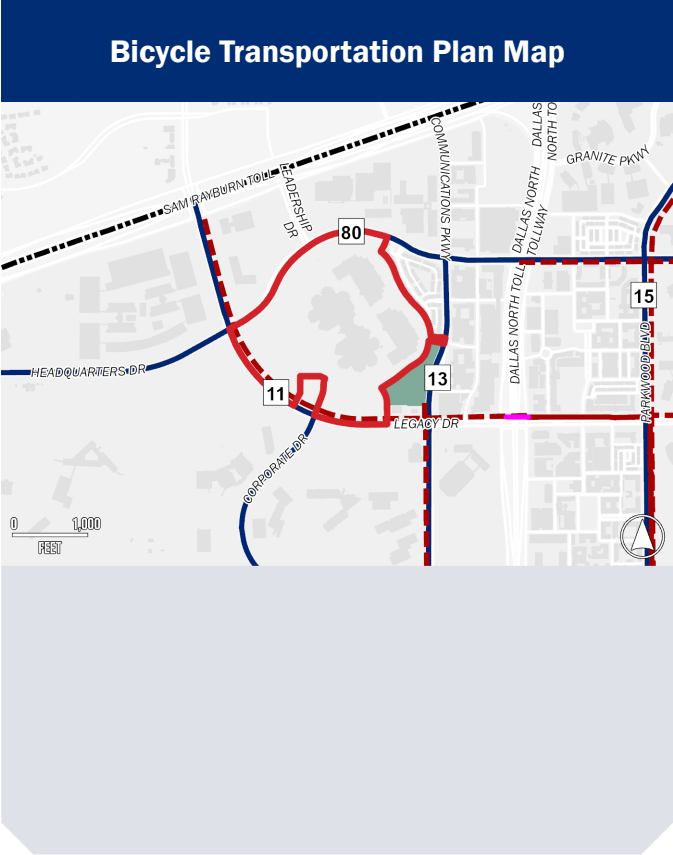
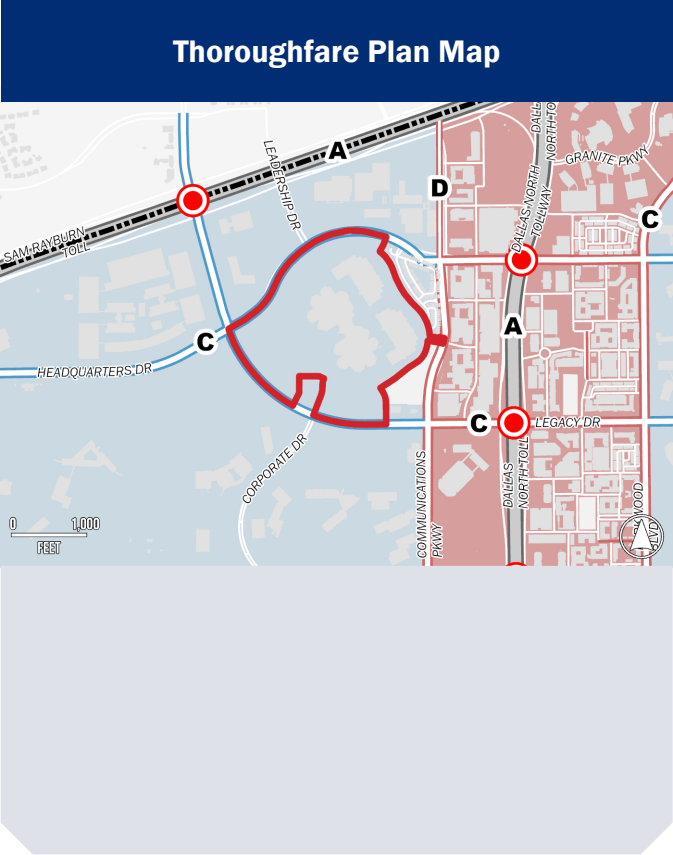
3 | Desirable Character Defining Elements



Click here for
"How to Read
The Dashboards"

DESIRABLE CHARACTER DEFINING ELEMENT	RECOMMENDED BY COMPREHENSIVE PLAN	APPLICANT PROPOSAL
Building Heights	Employment Centers: 1 to 20 stories Open Space Network: 1 to 2 stories	
Density	Employment Centers: N/A Open Space Network: N/A	
Intensity	Employment Centers: Moderate to High (50 to 75% Lot Coverage) Open Space Network: Low Intensity (0 to 50% Lot Coverage)	
Open Space	Employment Centers: 10% to 35% Passive Open Space Open Space Network: 100% Active Recreational Open Space	
Parking Orientation	Employment Centers: Structured parking preferable to surface lots Open Space Network: Surface Lots	
Block Pattern & Streetscape	Employment Centers: Wide blocks & Corporate Corridor Streets Open Space Network: Wide blocks & Open Space Corridor Streets	
Multimodal Access		
1. Automobiles	Employment Centers: HIGH - Direct access from major streets Open Space Network: MEDIUM Limited access to major and local streets	
2. Transit	Employment Centers: MEDIUM - Commuter Bus Service Open Space Network: MEDIUM - Served by bus	
3. Micromobility	Employment Centers: MEDIUM - Connected to trails and bike routes Open Space Network: HIGH - Integrated trails and bike routes	
4. Pedestrians	Employment Centers: LOW - Mostly served by perimeter sidewalks Open Space Network: HIGH - Short walk from neighborhoods	

4 | Other Comprehensive Plan Maps



5 | Comprehensive Plan Policies & Actions

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



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



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

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



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

Applicable
Not Applicable



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

Applicable
Not Applicable



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

Applicable
Not Applicable



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

Applicable
Not Applicable



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

Applicable
Not Applicable

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

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

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

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

Applicable

Not Applicable

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

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

Applicable

Not Applicable

6 | Findings Policy

RGM1: Mix of Uses, Density, & Building Height

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

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

RGM5: Mixed-Use Developments

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

Are Findings Required?

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

STAFF PRELIMINARY REPORT – CONFORMANCE TO THE COMPREHENSIVE PLAN

The proposed request has been reviewed for conformance with the Comprehensive Plan. Major factors included in the analysis are provided below, but the Comprehensive Plan Fact Sheet has more specific details about the request.

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

Future Land Use Map Category & Dashboard

Future Land Use Map & Dashboards – The subject property is located within the [Employment Centers](#) (EM) and [Open Space Network \(OS\)](#) categories of the Future Land Use Map.

EM Analysis

The EM category recommends primarily corporate office campuses, medical centers, education facilities, technology centers, and research facilities. While the existing office development will be maintained per the phasing requirements, the request would allow mid-rise residential and independent living facility uses throughout the property. The concept plan includes hotel, retail, and restaurant uses. Residential uses are not supported within the EM category.

Priority #1 of the EM category emphasizes maintaining land for employment-generating uses. Rezoning the property to allow for residential uses is inconsistent with this priority. The proposed zoning prohibits residential development on a substantial portion of the property, maintaining most of the property for non-residential uses. For this reason, the request is partially in conformance with the description and priority #1 of the EM category.

Priorities #2 and #3 of the EM category address relevant topics, evaluating policies to sustain long-term viability of corporate campuses and updating the Legacy Area Master Plan. A process has been initiated to accomplish these goals and is underway. Results of the Legacy Area Sentiment Survey were presented to [City Council on August 12, 2024](#). However, these goals are not yet completed. As such, the results of any evaluation and update are not available to apply to this case.

OS Analysis

The westernmost portion of the property is located within the OS category which designates areas for major public open space preserves, community parks, neighborhood parks, linear parks, and trails. Properties on the future land use map generally correspond with existing and proposed parks on the Parks Master Plan Map. The city can only require land to be used for park purposes if it owns the property, and the city does not own any land within the area of this request.

The OS area is approximately 6.7 acres and was designated consistent with the Park Master Plan policy to “*acquire additional open space in the Northwest Legacy Area when opportunities arise to meet open space needs and to reduce overcrowding of existing parks west of Preston Road.*” The applicant is proposing flexibility for this portion of the subject property where development could occur or the area could be utilized as a public park. Although the request for zoning is inconsistent with the OS

Description and Priority #1, an office building is allowed on the OS portion of the property per the existing zoning.

Although development is allowed within the OS area, the zoning request as a whole includes a variety of open space areas. The associated concept plan includes 21.2% open space and of that 13.7% is programmed Active Open Space. Due to these considerations, staff recommends the Commission evaluate the appropriateness of the request to develop within the OS category area of the site based on other land use policies and site considerations.

FLUM Summary

FLUM – EM Description and Priorities		
Description		Does Not Meet
Priorities	1. Maintaining land for employment-generating uses	Partially Meets
	2. Evaluating policies to sustain long-term viability of corporate campuses.	N/A
	3. Updating the Legacy Area Master Plan	N/A
FLUM – OS Description and Priorities		
Description		Does Not Meet
Priorities	1. Maintain and upgrade parks and open spaces as needed to serve the health and recreational needs of the diverse community.	Does Not Meet
	2. Improve access to these areas through transit and micromobility options.	N/A

Mix of Uses – The site is currently classified as *Office Types*, *Retail Types*, and *Open Space* in the Land Use & Housing Inventory (LUHI). As proposed in the associated concept plan, the request would diversify the acreage of the existing types of uses on the site and introduce *Multifamily Types*, as defined by the Comprehensive Plan.

The request would result in the following changes to the EM Mix of Uses:

- **Land Use Mix (Acres)** – The request would further increase the amount of Housing to 4.3%, above the 0% recommended by the EM Dashboard.
- **Employment Mix (Acres)** – The request would have the following impacts on the Employment Mix:
 - The percentage of land classified as *Retail Types* would slightly decrease resulting in 9.7% *Retail Types* consistent with the EM Dashboard 0-25% recommendation for *Retail Types*.
 - The percentage of land classified as *Office Types*, *Institutional Types*, and *Industrial Types* would slightly increase within the recommended ranges of the EM Dashboard.
- **Housing Mix (Dwelling Units)** – No *Housing Types* are supported in the EM Dashboard; therefore, no additional residential of any kind is supported in this area.

Due to the inconsistency with the EM and OS Mix of Uses findings will be required to approve this request.

FLUM – EM Mix of Uses	
Land Use Mix	Does Not Meet
Employment Mix	Meets
Housing Mix	Does Not Meet
FLUM – OS Mix of Uses	
Land Use Mix	No Change
Employment Mix	Does Not Meet
Housing Mix	No Change

Desirable Character-Defining Elements – The request partially complies with the Character-Defining Elements of the EM and SA Dashboards, as outlined below. Still, there are four notable variations from the recommendation of the Comprehensive Plan:

- **Building Height** – The proposed building heights as noted on the associated concept plan range from 3-21 stories. The EM and OS Dashboards recommend 1-20 stories and 1-2 stories, respectively. Although the proposed building heights are inconsistent with the recommendations, the existing CB-1 zoning does not limit the building height, and the proposed stipulations would create limitations on maximum height. Therefore, findings will not be required for building height.
- **Density** – The proposed density inclusive of all phases of residential development is 154.6 dwelling units per acre (DUA). No residential uses are supported in the EM or OS designations, so there is no recommended density range. As a result, findings will be required to approve this request.
- **Intensity** – With this request, the overall lot coverage would be 35.3%. Although this is less than the EM Dashboard recommendation of 50-75% lot coverage, the request increases lot coverage, bringing the overall percentage closer to the recommended range. Additionally, the OS Dashboard recommends 0-50% lot coverage; the portion of the request within the OS category would result in 22.9% lot coverage consistent with the recommendation.
- **Open Space** – The OS Dashboard recommends 100% active recreation open space. Per the concept plan, the portion of the request within the OS category includes 0% active recreation open space. As shown on the associated open space plan, the site as a whole would result in 21.2% open space. Of that, 13.7% is programmed active open space consistent with the EM Dashboard recommendation of 10-35% passive open space.

FLUM – EM Desirable Character Defining Elements			
Building Height	Does Not Meet	Multimodal Access • Automobiles • Transit • Micromobility • Pedestrians	Meets Meets Meets Meets
Density	Does Not Meet (Triggers Findings)		
Intensity	Does Not Meet		
Open Space	Meets		
Parking Orientation	Meets		
Block Pattern & Streetscape	Meets		

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

Other Comprehensive Plan Maps

Thoroughfare Plan – Legacy Drive and Headquarters Drive are designated as Type C Major Arterial Streets (Commercial Context). The associated concept plan includes four new access drives to the subject property located along Headquarters Drive. No additional street improvements are required as a part of this request.

Bicycle Transportation Plan Map and **Parks Master Plan Map** – The associated open space plan, concept plan, and PD stipulations commit to improvements consistent with the Bicycle Transportation Map and Parks Master Plan Map. Additionally, the westernmost portion of the site is designated as a Proposed Park in the Parks Master Plan Map. The concept plan identifies this property as park or office development, which does not influence the city’s ability to acquire property for park or trail improvements; therefore, the proposed request is neutral to the Parks Master Plan Map.

Expressway Corridor Environmental Health Map – A portion of the subject site is located within EHA-1. The request allows mid-rise residential units within the EHA-1 boundary. The Expressway Corridor Environmental Health Goal requires an EHA Site Analysis.

The EHA-1 boundary clips portions of two of the proposed mid-rise residential buildings. The analysis provided indicates that units located above the tenth floor and facing north may be subject to noise levels exceeding 65 dBA Ldn and would require mitigation to achieve the target maximum outdoor noise level. Units below the eleventh floor do not require mitigation.

The site analysis suggests using 6- to 8-foot-tall laminate glass panels to enclose the balconies, which would reduce noise transmission by up to 10 dBA. Modelling of the resulting noise exposure is not provided but the site analysis estimates that these panels would reduce noise exposure to levels below 65 dBA Ldn.

The PD stipulations include a commitment to provide enclosed balconies for those units facing Headquarters Drive and located 123 feet or above grade level. The enclosed solid wall and laminated glass balconies will be a minimum of 6 feet in height. Therefore, staff finds the request in conformance with the Expressway Corridor Environmental Health Map.

Other Comprehensive Plan Maps	
Thoroughfare Plan Map	Meets
Bicycle Transportation Plan Map	Meets
Parks Master Plan Map	Neutral
Expressway Corridor Environmental Health Map	Meets

Policies & Actions of the Comprehensive Plan and Other Studies

Redevelopment and Growth Management Policy: Action 1 (RGM1) – This action recommends that zoning requests conform to the recommended mix of uses, density, and building heights described in the EM and OS Dashboard. According to the provided concept plan, the request does not conform to

the Mix of Uses Dashboard and density recommendations. Therefore, the request is inconsistent with RGM1, and findings will be required by the Commission to approve the request.

Redevelopment and Growth Management Policy: Action 5A (RGM5A) – This action recommends that mixed-use developments include no more than 50% residential square footage. To ensure RGM5A is met, the request includes a stipulation limiting residential square footage to no more than 50% of the total site. Thus, the request is consistent with Action RGM5A.

Redevelopment and Growth Management Policy: Action 5B (RGM5B) – This action recommends phasing requirements to prevent a disproportionate completion of residential uses prior to nonresidential uses within the development. The request includes PD stipulations requiring a minimum of 560,000 square feet of non-residential uses obtain a certificate of occupancy in the existing office building before the release of building permits for mid-rise in Phase 1. For Phase 2, an additional 400,000 square feet of non-residential is required to obtain a certificate of occupancy in the existing office building and vertical construction of a 250+ key hotel or 250,000 square feet of non-residential is required before the release of building permits for mid-rise. Thus, the request is found consistent with the phasing recommendations of Action RGM5B.

Redevelopment and Growth Management Policy: Action 5C (RGM5C) – This action recommends key design features be provided prior to or concurrent with the construction of any residential uses. The request includes PD stipulations requiring at least 1.5 miles of the trail and sidewalk network, the pocket park, and 8.5 acres of general green space with amenities prior to the issuance of building permits for Phase 1 of residential uses. The PD stipulations include requirements for 0.5 acres of general green space in Area 1 and an additional 1.5 miles of trail/sidewalk network, including the waterfront trail, to be completed prior to the issuance of building permits for Phase 2 of residential uses. The remaining 0.5 acre of general green space in Area 2 is not tied to phasing and must be provided with development in this area. If preservation or improvement to the pond, the waterfront trail, and other trail connections are key design features, those would need to be constructed with Phase 1 to meet this policy. The Commission should consider what features are key to ensure the request is consistent with Action RGM5C.

Redevelopment and Growth Management Policy: Action 8 (RGM8) – This action recommends residential uses be limited to areas appropriate based on individual site considerations and the FLUM Dashboards. Furthermore, in addition to compliance with the FLUM, this policy recommends multifamily uses should further the city's housing diversity or economic development goals, which specifically include construction as part of a high-rise 10 stories or greater. The proposed residential uses have a minimum height of 15 stories. The request is partially consistent with this action.

Findings Policy – The City Council adopted a Findings Policy requiring justification for approval of zoning cases that exceed the recommended mix of uses, maximum densities, or building heights, as recommended in the [Future Land Use Dashboards](#). This policy is intended to provide greater transparency for the public as to why approval is thought to be beneficial to immediate neighbors, the surrounding community, and the general public interest.

As mentioned previously, findings are required to approve this item due to inconsistency with the EM and OS Mix of Uses, density, and RGM1.

Adequacy of Public Facilities – The following items have been reviewed in support of the [Facilities & Infrastructure Policy](#).

Water & Sewer – Water service is available to serve the subject property. Analyzing the city's gravity wastewater mains, the increase in sewer demand with the proposed land uses will require additional offsite improvements to meet the demand flows for the property.

Traffic Impact Analysis (TIA) – A TIA was provided with the request that estimates the development will generate approximately 3,700 new weekday AM peak hour trips and 3,800 new weekday PM peak hour trips at total buildout. The following improvements to the site and surrounding roadway network will be required prior to full build-out of the site:

- An additional dedicated left-turn lane and right-turn lane will be required at northbound Leadership Drive onto Headquarters Drive.
- An additional dedicated right-turn lane will be required on southbound Leadership Drive and Headquarters Drive.
- An additional lane will be needed the northern intersection of Corporate Drive and Legacy Drive to accommodate a dedicated left-turn lane, dedicated thru-lane, and dedicated right-turn lane onto Legacy Drive.
- A dedicated right-turn lane will be needed from northbound Legacy Drive onto Headquarters Drive.
- Dual right-turn lanes will be needed from westbound Headquarters Drive onto Legacy Drive.

Based on the TIA results, no immediate site improvements are necessary for the surrounding street network to accommodate the additional trips generated by the proposed residential development or minimum non-residential requirements of the phasing stipulations. The developer's full or partial participation in these improvements will be warranted as required by the findings of the TIA at the time of preliminary site plan or site plan.

Public Safety Response Time – Based on existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site. Residential units in this area will increase EMS and fire calls for service and may impact future staff levels and the type of equipment assigned to the area fire stations.

School Capacity – The subject property is located within the Frisco Independent School District. Due to the limited amount of land within this district, the city does not have the same agreement to provide a letter on school capacity for zoning changes. However, the district was notified of this potential change and provided a letter. The letter did not include capacity information but has been included with the other responses. If an update is received prior to the meeting, it will be provided to the Commission.

Parks – The subject property is located within Park Fee Service Area 14 and requires park fees for each unit. The fees will contribute to the city's ability to serve new residents in this area with adequate parkland.

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

Comprehensive Plan Policy Summary

Policy or Study	EM Analysis	OS Analysis
Future Land Use Map and Dashboards <ul style="list-style-type: none"> Description & Priorities Mix of Uses Character Defining Elements 	Partially Meets Does Not Meet * Does Not Meet *	Does Not Meet Does Not Meet * Partially Meets*
Thoroughfare Plan Map Bicycle Transportation Plan Map Parks Master Plan Map Expressway Corridor Environmental Health Map	Meets Meets Meets Meets	Meets Meets Neutral N/A
Redevelopment & Growth Management Policy RGM1 RGM5A RGM5B RGM5C RGM8	Does Not Meet Meets Meets P&Z Consideration Partially Meets	
Facilities & Infrastructure Policy	Meets	

* Triggers Finding Policy

General Development Form – Intensity and Scale

The applicant is requesting a Planned Development to establish standards for a mixed-use development that incorporates residential uses into the site. The request is challenging to analyze due to fundamental mismatches between the existing CB-1 zoning, the recommendations of the Comprehensive Plan, and what is proposed on the associated concept plan.

The existing CB-1 zoning allows the most intense development of all the city's zoning districts, with no maximum height, no setbacks, no lot coverage, and the highest maximum density allowed. Per Section 10.900 of the Zoning Ordinance, it is intended to permit, "*a high intensity business center similar to traditional downtown areas of major cities.*" This building form should be paired with a complementary land use pattern that includes a compact street grid, pedestrian-oriented streetscapes, and urban open space amenities.

What the concept plan shows is a hybrid between urban downtown and suburban campus forms of development. Many of the buildings are tall (urban) but also set back from the internal drives in a way that does not allow for storefronts to frame both sides of the streets (suburban). The internal drives will include wide sidewalks, street trees, and parallel on-street parking in certain locations (urban) but are also curvilinear in design with perpendicular parking or no parking in other locations (suburban). The open spaces include some hardscape plazas and courtyards (urban) but are primarily passive and recreational in nature (suburban).

These design conflicts would be of limited concern for an employment-oriented business park, as much of this meets the vision of the Employment Center (EC) dashboard of the comprehensive plan and existing zoning; however, the introduction of residential uses, which are not supported by the comprehensive plan, changes the analysis of the request. For high-intensity, mixed-use development, the Urban Activity Center (UA) provides guidance; lower-intensity mixed-use development is defined by the Suburban Activity Center (SA). In which case, the more suburban aspects of the proposed development previously discussed are not consistent.

Because the non-residential portions are generally permitted under current zoning, the primary focus of the request is to allow residential uses. As such, the zoning stipulations should be focused on providing a quality of development conducive to living in a mixed-use development. The residential buildings shown on the concept plan are generally of the intensity, form, and design that are expected in the CB-1 zoning district and UA future land use category. The non-residential buildings, however, are of the intensity, form, and design expected of the Commercial Employment (CE) and Employment Center (EC) future land use designation. As a result, there is a fundamental mismatch between the residential and non-residential portions of the development.

To address this concern, the applicant has proposed maximum lot coverage requirements as follows:

- Residential Development: 65% Max Lot Coverage

The concept plan shows the highest lot coverage of the two residential lots to be 47%. The applicant is requesting a 65% to allow flexibility in the design as the layout of streets and intersections are finalized through the engineering plans.

- Area A: 45% Max Lot Coverage

Area A is the block that includes the pond/water features and four 1-story restaurants. With the required 4-acre pond and 2-acre green space, the block only maintains 65% developable area. The applicant is proposing to restrict this further through a 45% maximum lot coverage requirement. The concept plan currently shows approximately 5% lot coverage in this block.

- All Other Non-residential Areas: 75% Max Lot Coverage

The concept plans shows the highest lot coverage outside of Area A to be 45%. The applicant is proposing a maximum of 75% rather than the 100% currently allowed in CB-1. Floor area ratio was discussed as an option to allow the square footage to match the concept plan while allowing flexibility in height and building footprint; however, the applicant preferred the use of lot coverage.

Although this shows movement towards meeting P&Z's direction to more fully commit to the concept plan, there is still a significant discrepancy between what is shown in the plan and what could be built per the zoning and PD standards. The mismatch between urban and suburban form continues, although improvements have been made compared to the original request.

Non-residential Uses

The proposed PD stipulations would allow one additional non-residential use by-right, restrict two non-residential uses that are currently permitted by-right, and prohibit 37 non-residential uses currently either permitted by-right, permitted with restrictions, or permitted with a specific use permit.

Uses	Existing	Proposed
Retail/service (incidental)	N	P
Licensed massage therapy, vehicle storage, convenience store	P	R
Cabinet/upholstery shop, dry cleaning plant, mini-warehouse/public storage, mortuary/funeral parlor, paint shop, pawn shop, print shop (major), railroad freight depot or dock, storage/repair of furniture and appliances (inside), superstore, vehicle parts sales (inside), warehouse/distribution center, water treatment plant	P	N
Assisted living facility, body piercing, car wash, compact construction & transportation equipment sales & service, continuing care facility, farm, ranch, garden or orchard, garden center, kennel (outdoor pens), long-term care facility, motorcycle sales & service, tattooing and permanent cosmetics, theater (drive-in), major and minor vehicle repair	R	N
Cemetery/mausoleum, electrical power generating plant, fairgrounds, nursery, sewage treatment facility, new and used vehicle dealers	S	N
N = Not Permitted P = Permitted R = Permitted with Restrictions S = Specific Use Permit		

- Retail/Service (Incidental) would be permitted by right to allow small convenience, retail, and service users to operate within the office buildings. Freestanding convenience stores would be prohibited.
- Vehicle Storage, currently permitted by-right, would be restricted to locations within a parking structure that does not utilize required parking spaces. According to the applicant, this is to allow inventory from nearby dealerships to utilize the spaces for vehicle storage.

- Licensed Massage Therapy, currently permitted by-right, would be restricted as an accessory use to health/fitness centers, hotels, and medical offices.
- The 37 additional prohibited uses are intended to remove uses deemed by the applicant to be incompatible with the character of the business park.

Residential Uses

The applicant is requesting to permit mid-rise residential or independent living facility units on the property, subject to phasing requirements.

Uses	Existing	Proposed
Mid-rise residential, independent living facility	S	P
P = Permitted S = Specific Use Permit		

- Maximum Number of Units: 750

The applicant is proposing to allow a maximum of 750 units of either mid-rise residential or independent living facility units. As shown on the associated plan, the applicant currently intends to develop all 750 units as mid-rise residential with an allowance for up to 5 units that are permitted at a maximum of three stories to provide a transitional height buffer.

- Minimum Height: 15 stories or 180 feet, except as limited by Single-family Adjacency Height Transitions. The applicant has included an allowance for up to 195 feet of the facades facing Headquarters Drive to be less than the 15 story minimum height when used to screen parking structures. This is intended to allow two wings of the proposed residential tower buildings to screen the 8-story parking garages from Headquarters Drive.

As shown on the associated site plan, the applicant intends to construct two residential towers at 20 and 22 stories in height which comply with this standard. With the additional minimum height and increase to the areas prohibited for residential uses, the potential for constructing more than the two residential towers proposed has significantly decreased.

- Single-Family Adjacency Height Transitions: When located within 240 feet of an existing single-family lot, residential uses are restricted to:
 - Maximum Height: 3 stories, 45 feet;
 - Maximum Number of Units: 5 per building;
 - Units must be on the same lot with a mid-rise residential building adhering to the 8-story or 100-foot minimum height requirements; and
 - Each unit must have an individual exterior entrance.

There is an existing single-family development that is directly adjacent to the north of the subject property. This subdivision was constructed as part of the Legacy West development and includes homes 2 to 3 stories in height. The proposed PD stipulations are intended to provide a transition in height from the residential towers planned elsewhere on the site. Per the associated concept plan, five units are planned within this area and will be constructed as a single, townhome-style building.

- Location Restrictions – The applicant is self-imposing a prohibition on residential uses within a 1,000-foot radius from the intersection of the centerlines of Legacy Drive and Headquarters Drive, and 600 feet from the property line along Legacy Drive. When combined with the phasing

MEETING DATE

Monday, November 11, 2024

RESULTS

I, Mayor/Councilmember _____, 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: _____;
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 & Guidelines
 - ☐ Facilities & Infrastructure Policy
 - ☐ Future Land Use Map and Dashboards – Description & Priorities
 - ☐ Parks Master Plan Map
 - ☐ Redevelopment & Growth Management Policy – Action 5A (RGM5A)
 - ☐ Redevelopment & Growth Management Policy – Action 5B (RGM5B)
 - ☐ Redevelopment & Growth Management Policy – Action 5C (RGM5C)
 - ☐ Redevelopment & Growth Management Policy – Action 8 (RGM8)
 - ☐ Thoroughfare Plan Map & Cross-Sections
 - ☐ Other: _____
4. Comments on any of the above which further explain my position:

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

Signature

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Date

City Council Findings Form

The Guiding Principles establish overarching themes that apply to all policies and actions and express values for Today, 2050, and Together. These Principles are not intended to stand alone but to be 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 of the other principles to be fully and accurately understood.

Guiding Principle 1 | Plano Today

- 1.1. The Plan enhances the quality of life in the near term, continually striving to meet the needs and priorities of current residents, businesses, and institutions of Plano.
- 1.2. The Plan promotes the safety, viability, and vibrancy of Plano's existing neighborhoods, managing growth and shaping change that complements the city's suburban character and rich history.
- 1.3. The Plan promotes the educational, recreational, and cultural centers of the community, providing an environment for world-class facilities, businesses, and institutions that support a vital economy.
- 1.4. The Plan respects the suburban character of Plano and seeks to preserve and enhance the built environment.
- 1.5. The Plan acknowledges that Plano is mostly developed and does not anticipate significant changes in population or residential development in the future.
- 1.6. Implementation of the Plan will be open and transparent, with a high standard for exceptions to land use principles, proactively seeking community input, and updated when needed with opportunities for the public to continually share their needs and priorities with community leaders and inform the decision-making process.

Guiding Principle 2 | Plano 2050

- 2.1. The Plan enhances the quality of life in the long term, preparing for future generations of residents, businesses, and institutions of Plano who may not yet have a voice but are impacted by the decisions of today.
- 2.2. The Plan successfully manages Plano's transition to a mature city, seeking innovative approaches and best practices to accommodate emerging trends, technologies, and opportunities that improve the quality of life and allow the city to remain attractive and vibrant into the future.
- 2.3. The Plan builds on Plano's strong history of thoughtful planning, guiding future development and redevelopment where it is safe, attractive, appropriate, and convenient; contributes to a variety of housing, employment, and social opportunities; and respects the natural environment.
- 2.4. Implementation of the Plan will be fiscally responsible, ensuring that alternatives are considered and completion of actions provides the greatest long-term value.

Guiding Principle 3 | Plano Together

- 3.1. The Plan serves people of all backgrounds, striving to meet the needs of an inclusive and vibrant community that calls Plano "home."
- 3.2. The Plan promotes a community that is safe, engaged, and rich in educational, cultural, and recreational opportunities that are highly desirable to residents and visitors alike.
- 3.3. The Plan embraces Plano's position as a leader in the region, demonstrating the city's standard of excellence and supporting our neighbors through linkages including health, economy, culture, transportation, and sense of community.
- 3.4. The Plan manages growth and redevelopment in a gradual manner, ensuring changes are beneficial to neighbors and the surrounding community based on real, city-level demand.
- 3.5. Implementation of the Plan will be done in partnership with the community and educational, nonprofit, civic, cultural, faith-based, and governmental organizations, promoting cooperation towards common goals that enhance the quality of life for the residents, businesses, and institutions of Plano.

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standards, this effectively limits the area of residential uses to approximately 7.5 acres along the property's northern Headquarters Drive frontage.

- Other Modifications – The applicant is requesting that residential uses have no minimum lot depth, which matches the current allowance for non-residential buildings. Additionally, mid-rise residential is proposed to be exempt from Section 15.800 of the Zoning Ordinance, which is a standard exemption for mixed-use developments.

As shown on the associated concept plan, the applicant intends to construct three residential buildings along the north side of the subject property. Two of the buildings will be high-rise buildings and the third will be a 3-story, townhome-style building. These are in compliance with the proposed PD stipulations.

Open Space & Amenities

The applicant is proposing to include an Open Space Plan as part of the ordinance, which would require rezoning to amend in the future. In total, the applicant is committing to a minimum of 21 acres of open space and four miles of trails/sidewalk network. Open space amenities will include general open space, a courtyard, pocket park, a pond/water feature with waterfront trail, and a trail/sidewalk network. Each amenity is defined by the PD stipulations with the specific amenities that are required with each type, such as recreational courts, seating, lighting, etc.

Overview of Open Space Amenities

- **General Open Space** – The applicant is proposing a total of 9.5 acres of general open space. 7 acres will surround the existing buildings, 1.5 acres will be located between the pond/water feature and Legacy Drive, 0.5 acre will be on the east side of the pond/water features, and 0.5 acre will be located central to the proposed office and hotel buildings at the south side of the property. These have been committed to in the locations shown on the Open Space Plan. The minor amendment process will allow the Commission to modify the boundaries of these open spaces at the time of site plan.
- **Courtyard** – This includes the seven acres centrally located between the existing office building and parking structures. Per the PD standards, it shall include features such as plazas, water fountains, lighting, seating areas, decorative landscape areas, trees, and recreational game courts. The courtyard has existed for years, but the owner has made substantial improvements to maintain the area in good condition. This stipulation will require the area to be maintained for the benefit of everyone using the property, including any residents.
- **Pocket Park** – This includes the existing 0.5-acre area in the median of the northern driveway between the two existing parking garages. Since September 16, 2024, the applicant has added required amenities, including a seating area, shade trees, and trash receptacles.
- **Pond/Water Feature** – There is an existing retention pond on the southwest side of the property that the applicant intended to maintain. Improvements will include a 7-foot-wide trail around the perimeter of the pond. Required amenities include seating areas, trash receptacles, a retaining wall, and dedication of 10 parking spaces reserved for public use within 200 feet.
- **Waterfront Trail** – To provide connectivity between the pond and nearby restaurants, a waterfront trail is proposed that includes a minimum 10-foot-wide hardscape plaza with at least 690 feet of

frontage on the Pond/Water Feature. Amenities shall include outdoor dining, seating areas, bicycle parking, trash receptacles, and pedestrian-scale lighting.

- Trail & Sidewalk Network – A network of sidewalks and trails is proposed through the development. These include the 7-foot-wide sidewalks along all perimeter streets and the internal drives, along with a 12-foot-wide hike and bike trail along Legacy Drive.

Analysis

The general open space is beneficial as greenspace, but may have limited usefulness to future residents for the following reasons:

- Approximately 7 of the 9.5 acres of general green space is lawn area surrounding the existing buildings which is not likely to be developed if the building is preserved. An additional 1.5 acres in Area A will likely be located between the pond and Legacy Drive. This is also area that is unlikely to be developed due to the hydrology, dimensions, and topography of the site. Though these areas are sizeable and reinvestment in the existing office campus should be recognized, the open spaces proposed are generally passive areas in the lesser developable areas of the site rather than centralized, active open spaces strategically planned as community gathering spaces for the development.
- The 0.5-acre pocket park is located within a median along internal drives between two existing parking garages. This provides attractive, heavily-treed, green space but has limited usefulness for residents due to its dimensions and location.
- In earlier submittals, the Waterfront Trail was proposed as a boardwalk area connecting restaurants to the pond. Through various iterations of the plan, the commitments to the boardwalk area were modified.
- The phasing of residential units is, in part, tied to provision of open space. The open spaces committed to in Phase 1, discussed later in this report, are largely maintenance of existing areas. Phase 2 commitments have been modified to provide an additional 0.5 acre of open space that shall meet the city's general standards for usable open space, with exceptions and additions. An exception remove the requirement for frontage on public streets (or internal drives). Additions include that the open space shall be contiguous, have no dimension less than 45 feet, and include a minimum of two access points from the trail/sidewalk network, internal drives, or public streets.

Over the various rounds of review, the applicant was encouraged to more fully commit to meaningful open space, with an emphasis on quality over quantity. The proposal provides quantity through a commitment to preserving existing, improved space and buffers around the existing office building. In the end, staff finds that the commitment to open space does not meet the standards typical of other planned developments for mixed-use projects.

Phasing

The allowance for residential units will be separated into two phases:

	Phase 1	Phase 2
Residential Units	365	385
Certificates of Occupancy	560,000 sq. ft. in existing building	+400,000 sq. ft. in existing building
New Vertical Construction	None	250+ key hotel or 250,000 sq. ft. of non-residential building or buildings
Open Space Amenities	<ul style="list-style-type: none"> • Courtyard • Pocket Park • 8.5 acres of General Green Space • 1.5 miles of existing and proposed trails 	<ul style="list-style-type: none"> • Pond/Water Feature • 0.5 acre in Area 1 • 1.5 miles of existing and proposed trails

Streets

PD stipulations require that a network of internal drives be provided as shown in yellow on the Open Space Plan. These include a mix of existing pavement and new drives.

Seven-foot sidewalks and street trees will be required along both sides of these drives. On-street parking will only be required in the locations shown on the open space plan and include allowances for perpendicular parking.

Staff recommended the applicant provide a system of public or private streets meeting the city's street design standards for mixed-use areas. The standards are adopted in part but not in whole. The primary issue is the provision of on-street parking. On-street parking contributes to the required parking for the adjacent lot. It provides a safer environment for pedestrians by creating a buffer from traffic. Like open space, staff finds the commitment to the city's standard street design lacking expected consistency in application.



Signage

The stipulations would restrict monument and multipurpose signage size and height, add special allowances for kiosks, and prohibit electronic wall signage.

Other Standards

- Parking – PD standards will require 75% of parking for mid-rise or independent living facilities to be located in a parking garage. It will also require parking to be located within 300 feet of the use that they serve, with an exception for valet parking.

- Parking Garages – PD stipulations will require any new parking garages for residential uses to be fully concealed by buildings, except for entrances. New parking garages along Legacy Drive or Headquarters Drive must be designed to shield headlights and internal lighting from adjacent residential properties and streets. Parking ramps will also be required to be internal to the garage.
- Screening – PD stipulations include screening requirements for various mechanical and maintenance-related items, such as roof and ground-mounted mechanical equipment, trash collection areas, maintenance facilities, storage areas, incinerators, storage tanks, and loading docks.
- Fencing – The district is prohibited to include fencing around the perimeter of the district or around publicly accessible open space areas.

These standards are consistent with or exceed the requirements of other mixed-use developments in Plano.

Development Standard Concerns

In mixed-use, master-planned developments, including redevelopments, it is important for zoning to have balanced standards that are both flexible and firm. The standards should be flexible enough to allow the developer freedom to execute the vision they desire, while firm enough to ensure commitments to the city's development standards and policies are met with clarity and precision.

Staff originally recommended the request could be greatly improved through:

1. A specific commitment to the location and design of open space, specifically usable open space for residents;

The applicant has since committed to open space locations, however the original concerns about quality over quantity remain.

2. A commitment to fully use the city's adopted street design standards for mixed-use development; and

No commitment to fully utilized the standards for mixed-use street design have been proposed; however, as this did not seem to be a major issue for the Commission, it was not further discussed with the applicant.

3. More predictability for the location of residential uses.

The applicant has added predictability for the location of residential uses with the prohibition of residential uses within 1,000 feet of the Legacy Drive/Headquarters Drive intersection and 600 feet of Legacy Drive.

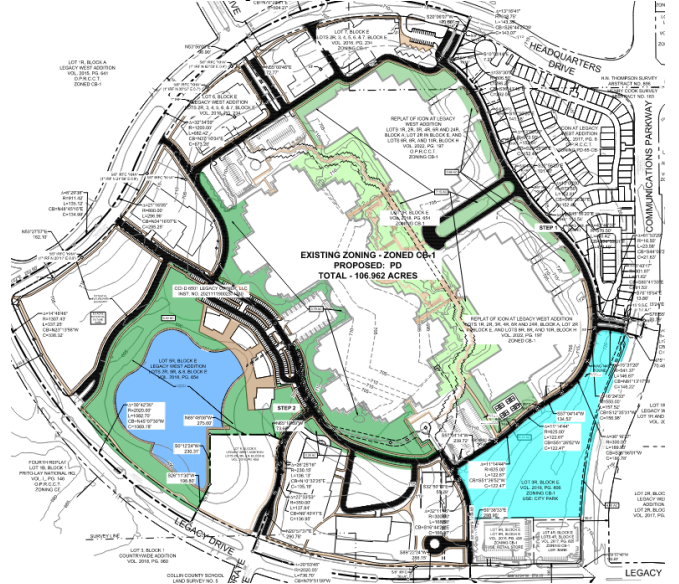
Unfavorable Changes to the Request

Requested language and associated plans submitted previously were more favorable to the community, including a commitment to designated open space and a more clearly defined connection between the trail around the pond and the restaurant area. Those standards have been withdrawn over the past two months. With the latest submittal, the commitment has improved but still falls short of the original proposals.

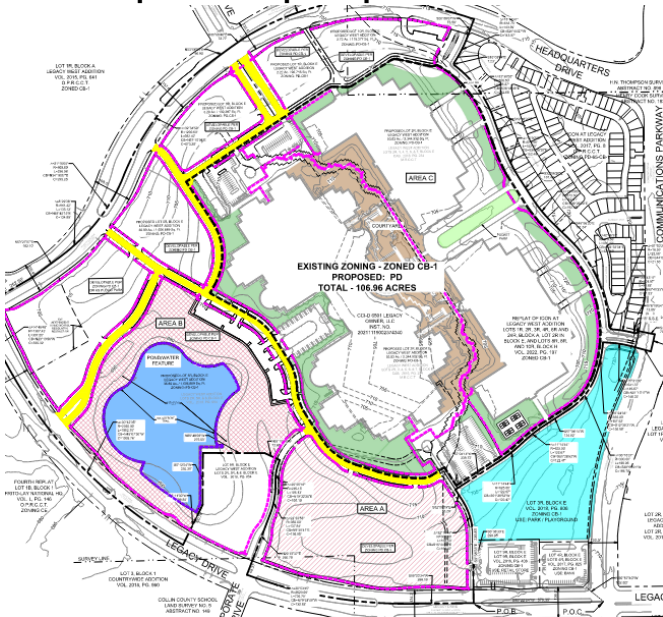
January Open Space Submittal



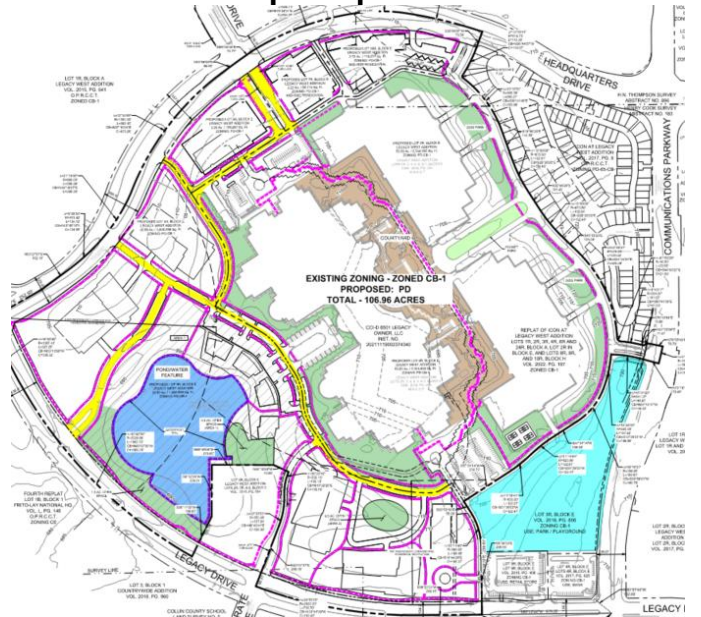
June Open Space Submittal



September Open Space Submittal



October Open Space Submittal



SUMMARY:

The purpose of the request is to create a Planned Development (PD) district to add an allowance for residential uses, facilitating a mixed-use development on an existing corporate campus on 99.1 acres at the southeast corner of Legacy Drive and Headquarters Drive. The development is referred to as "The Park at Legacy." The extensive planned development district proposed preserves open space on the site and adds amenities. There are conflicts with the Comprehensive Plan, including use, density, EHA, and Redevelopment and Growth Management standards.

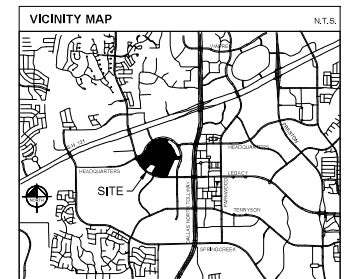
RECOMMENDATION:

This request is disfavored under the standards of the Comprehensive Plan. Per the Findings Policy, this request must be found consistent with the Guiding Principles of the Comprehensive Plan and substantially beneficial to the immediate neighbors, surrounding community, and general public interest if the Commission wishes to recommend approval to the City Council.

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

The contours shown hereon are relative to the NAVD88 Datum and based on lidar elevation data obtained from the Texas Natural Resource Information Systems.

The contours shown hereon are relative to the NAVD88 Datum and based on lidar elevation data obtained from the Texas Natural Resource Information Systems.



LEGEND	
<u>NO.</u>	<u>NUMBER</u>
<u>COUNTY</u>	<u>OFFICIAL PUBLIC RECORDS COLUMBIA COUNTY, TEXAS</u>
<u>PAGE</u>	<u>PAGE</u>
<u>P.O.B.</u>	<u>POINT OF BEGINNING</u>
<u>P.O.C.</u>	<u>POINT OF COMMENCEMENT</u>
<u>VOL.</u>	<u>VOLUME</u>



GRAPHIC SCALE IN FEET

100 0 50 150 200

1" = 100' @ 24X36

SEE SHEET 2 OF 3 FOR CONTINUATION

ZONING CASE # ZC2024-003

ZONING EXHIBIT
106.962 ACRES

LOTS 2R AND 5R OF
 LEGACY WEST ADDITION, LOTS 2R, 5R, & 8R, BLOCK E
 LOTS 6 AND 7 OF
 LEGACY WEST ADDITION, LOTS 2R, 3, 4, 5, 6, & 7, BLOCK E
 HENRY COOK SURVEY, ABSTRACT NO. 183
 H.N. THOMPSON SURVEY, ABSTRACT NO. 896
 J.C. BARROW SURVEY, ABSTRACT NO. 30
 COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 149
 CITY OF PLANO, COLLIN COUNTY, TEXAS
 PREPARATION DATE: JUNE 6, 2024

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 Tel. No. (972) 770-1300
 FAX No. (972) 239-3820 FIRM # 10115500

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD/AEL	DJD	June 2024	068671029	1 OF 3

**J.C. BARROW SURVEY
ABSTRACT NO. 90**

**HENRY COOK SURVEY
ABSTRACT NO. 183**

ZONED CE

**FOURTH REPLAT
LOT 1B, BLOCK 1
FRITO-LAY NATIONAL HQ.
VOL. I, PG. 146
O.P.R.C.C.T.**

**LOT 8R, BLOCK E
LEGACY WEST ADDITION
LOTS 2R, 5R, & 8R, BLOCK E
VOL. 2024, PG. 352**

**LOT 5R, BLOCK E
LEGACY WEST ADDITION
LOTS 2R, 5R, & 8R, BLOCK E
VOL. 2024, PG. 352**

**37,230.7 ACRES
1,626,123 SQ. FT.**

**EXISTING ZONING - ZONED CB-1
PROPOSED: PD
TOTAL - 106.962 ACRES**

**ZONED CB-1
FUTURE CITY PARK**

**LOT 3R, BLOCK E
LEGACY WEST ADDITION
LOTS 3R, BLOCK E & LOT 9, BLOCK E
VOL. 2018, PG. 808**

ZONED CB-1

**LOT 3R, BLOCK E
LEGACY WEST ADDITION
LOTS 3R, BLOCK E
VOL. 2019, PG. 408**

**LOT 4R, BLOCK E
LEGACY WEST ADDITION
LOTS 4R, BLOCK E
VOL. 2017, PG. 825**

**LOT 3, BLOCK 1
COUNTRYWIDE ADDITION
VOL. 2019, PG. 960**

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

ZONED PD#5=CB-1

**LOT 3R, BLOCK D
LEGACY WEST ADDITION,
LOT 3R, BLOCK D
VOL. 2020, PG. 847**

COMMUNICATIONS PARKWAY

CORPORATE DR

LEGACY DR

**LOT 1, BLOCK A
ERICSSON VILLAGE, LOT 1, BLOCK A
VOL. 2017, PG. 281**

**LOT 3, BLOCK A
TCC LEGACY, LOTS 1, 2, & 3, BLOCK A
VOL. 2022, PG. 37**

**LOT 1, BLOCK A
TCC LEGACY, LOTS 1, 2, & 3, BLOCK A
VOL. 2022, PG. 37**

**REPLAT OF ICON AT LEGACY WEST
ADDITION
LOTS 1R, 2R, 3R, 4R, 6R AND 24R,
BLOCK A, LOT 2R IN BLOCK E, AND
LOTS 8R, 9R, AND 10R, BLOCK H
VOL. 2022, PG. 197**

NOTES:

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

All recording information shown hereon is referenced to the Official Public Records of Collin County, Texas unless otherwise noted.

The contours shown hereon are relative to the NAVD83 Datum and based on lidar elevation data obtained from the Texas Natural Resource Information Systems.

OWNER/APPLICANT:
CCH-DSD1 LEGACY OWNER, LLC
500 N. CAPITAL OF TEXAS HWY.,
BUILDING 1, SUITE 200
AUSTIN, TEXAS 78746
CONTACT: PAUL D. AGARWAL

SURVEYOR/PREPARER:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TX 75240

SEE SHEET 1 OF 3 FOR CONTINUATION

[illegible]

HW	NUMBER
OP	OFFICIAL PUBLIC RECORDS COLLECTION COUNTY, TEXAS
PG	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF CONVEYANCE
VOL	VOLUME



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

All recording information shown hereon is referenced to the Official Public Records of Collin County, Texas unless otherwise noted.

The contours shown hereon are relative to the NAVD88 Datum and based on lidar elevation data obtained from the Texas Natural Resource Information Systems.

ZONING EXHIBIT
106.962 ACRES

LOTS 2R AND 5R OF
LEGACY WEST ADDITION, LOTS 2R, 5R, & 8R, BLOCK E
LOTS 6 AND 7 OF
LEGACY WEST ADDITION, LOTS 2R, 3, 4, 5, 6, & 7, BLOCK E
HENRY COOK SURVEY, ABSTRACT NO. 183
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COLLIN COUNTY SCHOOL LAND SURVEY NO. 5 ABSTRACT NO. 149
CITY OF PLANO, COLLIN COUNTY, TEXAS
PREPARATION DATE: JUNE 6, 2024

SURVEYOR/PREPARER:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TX 75240
CONTACT: DAVID J. DE WEIRD, RPLS

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
FIRM # 10115500			
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>
1" = 100'	SRQVAF	DJD	June 2024
<u>Project No.</u>	<u>Sheet No.</u>		
068671029	2 OF 3		

BEING a tract of land situated in the Henry Cook Survey, Abstract No. 183, the H.N. Thompson Survey, Abstract No. 896, the J.C. Barrow Survey, Abstract No. 90, and the Collin County School Land Survey No. 5, Abstract No. 146, City of Plano, Collin County, Texas and being all of Lots 2R, and 5R, Block E of Legacy West Addition, Lots 2R, 5R, 6R, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2024, Page 352, Official Public Records of Collin County, Texas and all of Lots 6 and 7, Block E, of Legacy West Addition, Lots 2R, 3, 4, 5, 6, & 7, Block E, an addition to the City of Plano, Texas according to the plat recorded in Volume 2016, Page 234, Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at the centerline intersection of Legacy Drive (a variable width right-of-way) and Communications Parkway (a variable width right-of-way), from which the westernmost southeast corner of Lot 4R, Block E, of Legacy West Addition Lot 4R, Block E, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2017, Page 625, Official Public Records of Collin County, Texas, bears North 50°57'40" West, a distance of 102.83 feet;

THENCE with the centerline of Legacy Drive, South 89°22'24" West, a distance of 579.35 feet to the **POINT OF BEGINNING**.

THENCE continuing with the centerline of Legacy Drive, the following courses and distances:

South 89°22'24" West, a distance of 288.15 feet to a point at the beginning of a non-tangent curve to the right with a radius of 2,020.00 feet, a central angle of 20°53'45", and a chord bearing and distance of North 79°51'09" West, 732.62 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 736.70 feet to a point for corner;

THENCE departing said centerline North 20°57'37" East, passing at a distance of 66.31 feet, the southeast corner of said Lot 8R, Block E, and the north right-of-way line of said Legacy Drive, continuing with the easterly line of said Lot 8R, Block E, of said Legacy West Addition, Lots 2R, 5R, & 6R, Block E, in all a total distance of 290.78 feet to a point at the beginning of a tangent curve to the left with a radius of 350.00 feet, a central angle of 22°33'53", and a chord bearing and distance of North 09°40'41" East, 136.95 feet;

THENCE continuing with said easterly line of Lot 8R, Block E, the following courses and distances:

In a northeasterly direction, with said tangent curve to the left, an arc distance of 137.84 feet to a point at the beginning of a non-tangent curve to the right with a radius of 230.15 feet, a central angle of 26°25'16", and a chord bearing and distance of North 10°32'25" East, 105.19 feet;

In a northeasterly direction, with said non-tangent curve to the right, an arc distance of 106.13 feet to the northeast corner of said Lot 8R, Block E;

THENCE with the north line of said Lot 8R, Block E, the following courses and distances:

North 65°10'59" West, a distance of 73.66 feet to a point for corner;

North 89°48'08" West, a distance of 275.60 feet to the northwest corner of said Lot 8R, Block E;

THENCE with the west line of said Lot 8R, Block E, the following courses and distances:

South 00°12'24" West, a distance of 230.31 feet to a point for corner;

South 26°11'30" West, at a distance of 130.78 feet, passing the southwest corner of said Lot 8R, Block E and said north right-of-way line of Legacy Drive, continuing over an across said Legacy Drive, in all a total distance of 198.50 feet to a point in said centerline of Legacy Drive, at the beginning of a non-tangent curve to the right with a radius of 2,020.00 feet, a central angle of 39°42'39", and a chord bearing and distance of North 45°07'30" West, 1,068.78 feet;

THENCE with said centerline of Legacy Drive, the following courses and distances:

In a northerly direction, with said non-tangent curve to the right, an arc distance of 1,082.70 feet to a point at the beginning of a non-tangent curve to the right with a radius of 1,307.43 feet, a central angle of 14°48'46", and a chord bearing and distance of North 23°13'58" West, 336.32 feet;

In a northerly direction, with said curve to the right, an arc distance of 337.25 feet to the centerline intersection of said Legacy Drive and Headquarters Drive (a variable width right-of-way);

THENCE with said centerline of Headquarters Drive, the following courses and distances:

North 60°20'22" East, a distance of 252.50 feet to a point for corner;

North 53°27'57" East, a distance of 162.10 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 8°29'38", a radius of 911.42 feet a chord bearing and distance of North 48°45'19" East, 134.99 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 135.12 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 21°16'05", a radius of 800.00 feet, a chord bearing and distance of North 34°16'07" East, 295.25 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 296.96 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 32°34'59", a radius of 1200.00 feet, a chord bearing and distance of North 37°10'04" East, 673.26 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 682.42 feet to a point for corner;

North 53°56'09" East, a distance of 96.90 feet to a point for corner;

North 55°00'46" East, a distance of 72.77 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 24°26'39", a radius of 1191.76 feet, a chord bearing and distance of North 70°24'31" East, 504.27 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 508.11 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 15°51'19", a radius of 750.00 feet, a chord bearing and distance of South 89°27'02" East, 206.87 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 207.53 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 10°16'26", a radius of 1965.11 feet, a chord bearing and distance of South 76°23'11" East, 351.90 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 352.37 feet to a point for corner;

THENCE departing said centerline, South 20°09'07" West, a distance of 73.56 feet to a point in the southerly right-of-way line of said Headquarters Drive at the northernmost northwest corner of Block A, of Icon at Legacy West Addition Lots 1R, 2R, 3R, 4R, 5R and 24R, Block A, Lot 2R, in Block E, and Lots 8R, 9R, and 10R, Block H, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2022, Page 197, Official Public Records of Collin County, Texas and at the beginning of a tangent curve to the right having a central angle of 13°16'41", a radius of 618.75 feet, a chord bearing and distance of South 26°44'27" West, 143.07 feet;

THENCE departing said south right-of-way line, and with the northwest line of said Block A, in a southwesterly direction, with said curve to the right, an arc distance of 143.39 feet to the westernmost corner of said Block A;

THENCE with the southwest line of said Block A and the southwest line of Block A of Icon at Legacy West Addition, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2017, Page 8, Official Public Records of Collin County, Texas, the following courses and distances:

South 10°03'44" East, a distance of 7.23 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 33°30'52", a radius of 506.50 feet, a chord bearing and distance of South 36°41'46" East, 292.06 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 296.27 feet to a point for corner;

South 19°56'20" East, a distance of 141.58 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 26°26'20" East, 152.48 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 152.81 feet to a point for corner;

South 32°56'20" East, a distance of 101.40 feet to a point at the beginning of a tangent curve to the left having a central angle of 13°00'00", a radius of 673.50 feet, a chord bearing and distance of South 39°26'20" East, 152.48 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 152.81 feet to a point for corner;

South 45°56'20" East, a distance of 101.54 feet to a point at the beginning of a tangent curve to the right having a central angle of 42°46'37", a radius of 576.50 feet, a chord bearing and distance of South 24°33'01" East, 420.49 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 430.42 feet to a point at the beginning of a reverse curve to the left having a central angle of 81°53'29", a radius of 16.50 feet, a chord bearing and distance of South 44°06'27" East, 21.63 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 23.58 feet to a point at the southernmost southeast corner of said Block A and at the beginning of a reverse curve to the right having a central angle of 6°43'17", a radius of 661.87 feet, a chord bearing and distance of South 80°41'33" East, 91.53 feet;

THENCE with the south line of said Block A, the following courses and distances:

In a southeasterly direction, with said curve to the right, an arc distance of 91.62 feet to a point for corner;

South 76°19'54" East, a distance of 13.86 feet to a point for corner;

North 57°23'24" East, a distance of 17.47 feet to a point for corner in the west right-of-way line of said Communications Parkway at the easternmost southeast corner of said Block A;

THENCE departing said west right-of-way line, South 78°55'49" East, a distance of 70.79 feet to a point in the centerline of said Communications Parkway, at the beginning of a non-tangent curve to the right having a central angle of 3°27'03", a radius of 1300.00 feet, a chord bearing and distance of South 12°59'44" West, 76.28 feet;

THENCE with said centerline, in a southwesterly direction, with said curve to the right, an arc distance of 78.29 feet to a point for corner;

THENCE departing said centerline, North 75°18'11" West, a distance of 70.46 feet to a point in the west right-of-way line of said Communications Parkway, at the beginning of a non-tangent curve to the left having a central angle of 15°31'20", a radius of 541.37 feet, a chord bearing and distance of North 81°13'17" West, 146.22 feet;

THENCE departing said west right-of-way line and with the north line of Lot 3R, Block E, of Legacy West Addition, Lot 3R, Block E, and Lot 9, Block E, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2018, Page 806, Official Public Records of Collin County, Texas, in a northerly direction, with said curve to the left, an arc distance of 146.67 feet to a point at the northwest corner of said Lot 3R, Block E, at the beginning of a non-tangent curve to the right having a central angle of 16°24'33", a radius of 560.00 feet, a chord bearing and distance of South 12°35'31" West, 156.98 feet;

THENCE with the northwest line of said Lot 3R, Block E, the following courses and distances:

In a southwesterly direction, with said curve to the right, an arc distance of 157.52 feet to a point at the beginning of a compound curve to the right having a central angle of 36°16'27", a radius of 300.00 feet, a chord bearing and distance of South 36°50'01" West, 186.78 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 189.93 feet to a point for corner;

South 57°04'14" West, a distance of 134.52 feet to a point at the beginning of a tangent curve to the left having a central angle of 11°14'44", a radius of 625.00 feet, a chord bearing and distance of South 51°26'52" West, 122.47 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 122.67 feet to a point at the beginning of a reverse curve to the right having a central angle of 11°14'44", a radius of 625.00 feet, a chord bearing and distance of South 51°26'52" West, 122.47 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 122.67 feet to a point for corner;

South 57°04'14" West, a distance of 239.72 feet to the westernmost corner of said Lot 3R, Block E;

THENCE with the west line of said Lot 3R, Block E, the following courses and distances:

South 52°50'19" East, a distance of 55.28 feet to a point at the beginning of a tangent curve to the right having a central angle of 32°11'46", a radius of 300.00 feet, a chord bearing and distance of South 16°44'26" East, 166.37 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 168.58 feet to a point for corner;

THENCE continuing with said west line of Lot 3R, Block E, and the west line of Lot 9R, Block E, of Legacy West Addition, Lot 9R, Block E, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 2019, Page 406, Official Public Records of Collin County, Texas, South 0°38'33" East, at a distance of 239.95 feet, passing the southwest corner of said Lot 9R, Block E and said north right-of-way line of Legacy Drive, continuing over and across said Legacy Drive, in all a total distance of 296.95 feet to the **POINT OF BEGINNING** and containing a computed area of 106,962 acres or 4,659,277 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011).

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

NOTE:

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

ZONING CASE # ZC2024-003

**ZONING EXHIBIT
106.962 ACRES**

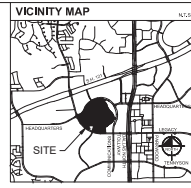
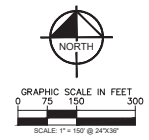
**LOTS 2R AND 5R OF
LEGACY WEST ADDITION, LOTS 2R, 5R, & 8R, BLOCK E
LOTS 6 AND 7 OF
LEGACY WEST ADDITION, LOTS 2R, 3, 4, 5, 6, & 7, BLOCK E**
HENRY COOK SURVEY, ABSTRACT NO. 896
H.N. THOMPSON SURVEY, ABSTRACT NO. 183
J.C. BARROW SURVEY, ABSTRACT NO. 90
COLLIN COUNTY SCHOOL LAND SURVEY NO. 5 ABSTRACT NO. 149
CITY OF PLANO, COLLIN COUNTY, TEXAS
PREPARATION DATE: JUNE 6, 2024

OWNER/APPLICANT:
C/O L&H LEGACY OWNER, LLC
500 N. CAPITAL OF TEXAS HWY.
BUILDING 1, SUITE 200
AUSTIN, TEXAS 78746
CONTACT: PAUL D. AGARWAL

SURVEYOR/PREPARER:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER,
SUITE 100
DALLAS, TX 75240
CONTACT: DAVID J. DE WEIRDT, RPLS

Kimley»Horn		13455 Noel Road, Two Galleria Office Tower, Suite 100, Dallas, Texas 75240		FIRM # 10115500	Tel. No. (972) 770-1300
		Fax No. (972) 398-3620			
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRDAEL	DJD	June 2024	068671029	3 OF 3

Reviewed By: [Signature] Date: October 24, 2024 10:38 AM
This document, together with the drawings and any separate sheets, is to be read in conjunction with the City of Plano Comprehensive Zoning Ordinance, which is hereby incorporated by reference into this document. The City of Plano is not responsible for any errors or omissions in this document or for any consequences arising therefrom.



ITEM	LOT 2R	LOT 5R	LOT 6R	LOT 7R	LOT 10R	Total for All Lots
GENERAL SITE DATA						
ZONING	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1	PD-CB-1
LAND USE	PROFESSIONAL /GENERAL ADMINISTRATIVE OFFICE	PROFESSIONAL /GENERAL ADMINISTRATIVE OFFICE, RESTAURANT, RETAIL, HOTEL	PROFESSIONAL /GENERAL ADMINISTRATIVE OFFICE, HOTEL, RETAIL	MID-RISE RESIDENTIAL	MID-RISE RESIDENTIAL	PROFESSIONAL /GENERAL ADMINISTRATIVE OFFICE, RESTAURANT, RETAIL, HOTEL, MID-RISE RESIDENTIAL
LOT AREA	2,334,932 SF / 53.83 AC	1,606,889 SF / 36.89 AC	139,280 SF / 3.20 AC	96,715 SF / 2.22 AC	118,277 SF / 2.72 AC	4,306,308 SF / 98.86 AC
BUILDING/GARAGE FOOTPRINT AREA****	1,048,981 SF	308,200 SF	60,737 SF	45,080 SF	55,892 SF	1,518,890 SF
TOTAL BUILDING AREA****	2,186,848 SF	1,836,883 SF	221,500 SF	437,040 SF	523,404 SF	5,299,675 SF
BUILDING HEIGHT****	4 STORIES	23 STORIES**	20 STORIES	20 STORIES	22 STORIES	23 STORIES**
BUILDING HEIGHT****	90'	291'*	275'	306'	336'	336'*
LOT COVERAGE	44.93%	19.18%	43.61%	46.61%	47.26%	35.27%
FLOOR AREA RATIO	0.93:1	1.14:1	2.31:1	4.56:1	4.47:1	1.23:1
MULTIFAMILY UNITS						
TOTAL UNIT COUNT	N/A	N/A	N/A	355	395	750
RESIDENTIAL DENSITY	N/A	N/A	N/A	160 UNITS / AC	146 UNITS / AC	8 UNITS / AC

* TOTAL PROVIDED PARKING PER LOT WILL BE DETERMINED DURING PRELIMINARY SITE PLAN PHASE FOR EACH INDIVIDUAL LOT.
** HEIGHT AND STORIES SHOWN FOR TALLEST BUILDING ON THIS LOT.
*** UNIT BREAKDOWN BY BEDROOM TO BE PROVIDED DURING PRELIMINARY SITE PLAN PHASE FOR EACH INDIVIDUAL LOT.
**** BUILDING HEIGHTS AND GROSS BUILDING AREA ARE SUBJECT TO CHANGE. AN UPDATED CONCEPT PLAN IS NOT REQUIRED FOR BUILDING HEIGHT OR GROSS BUILDING AREA CHANGES REFLECTED IN THE PRELIMINARY SITE PLAN.

APPROVED
SUBJECT TO STIPULATIONS
OCTOBER 21, 2024
CITY OF PLANO
P&Z COMMISSION
PLANNER: MB

EXPIRES
OCTOBER 21, 2026
CITY OF PLANO

CONCEPT PLAN
PROJECT # CP2024-002
LEGACY WEST ADDITION
LOTS 2R, 5R, 6R, 7R, & 10R BLOCK E
98.9 AC
SITUATED IN THE
COLLIN COUNTY SCHOOL LAND SURVEY NO. 5
ABSTRACT NO. 149
J.C. BARROW SURVEY ABSTRACT NO. 90
H.N. THOMPSON SURVEY ABSTRACT NO. 866
HENRY COOK SURVEY ABSTRACT NO. 183
CITY OF PLANO, COLLIN COUNTY, TEXAS

OWNER:
C/O D 6501 LEGACY OWNERS LLC
500 N. CAPITAL TEXAS HIGHWAY
BUILDING 1, SUITE 200
AUSTIN, TX 78746-3462
CONTACT: ANDREW LOEISEN
PHONE: (561) 252-3887

APPLICANT/ENGINEER:
KIMLEY-HORN
100 W. CAK STREET, SUITE 203
DENTON, TEXAS 76201
CONTACT: TREV BRASWELL, P.E.
PHONE: 940-287-3620

DATE PREPARED: 10/24/2024

Kimley-Horn

100 W. CAK STREET, SUITE 203
DENTON, TEXAS 76201
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM # 408

PRELIMINARY

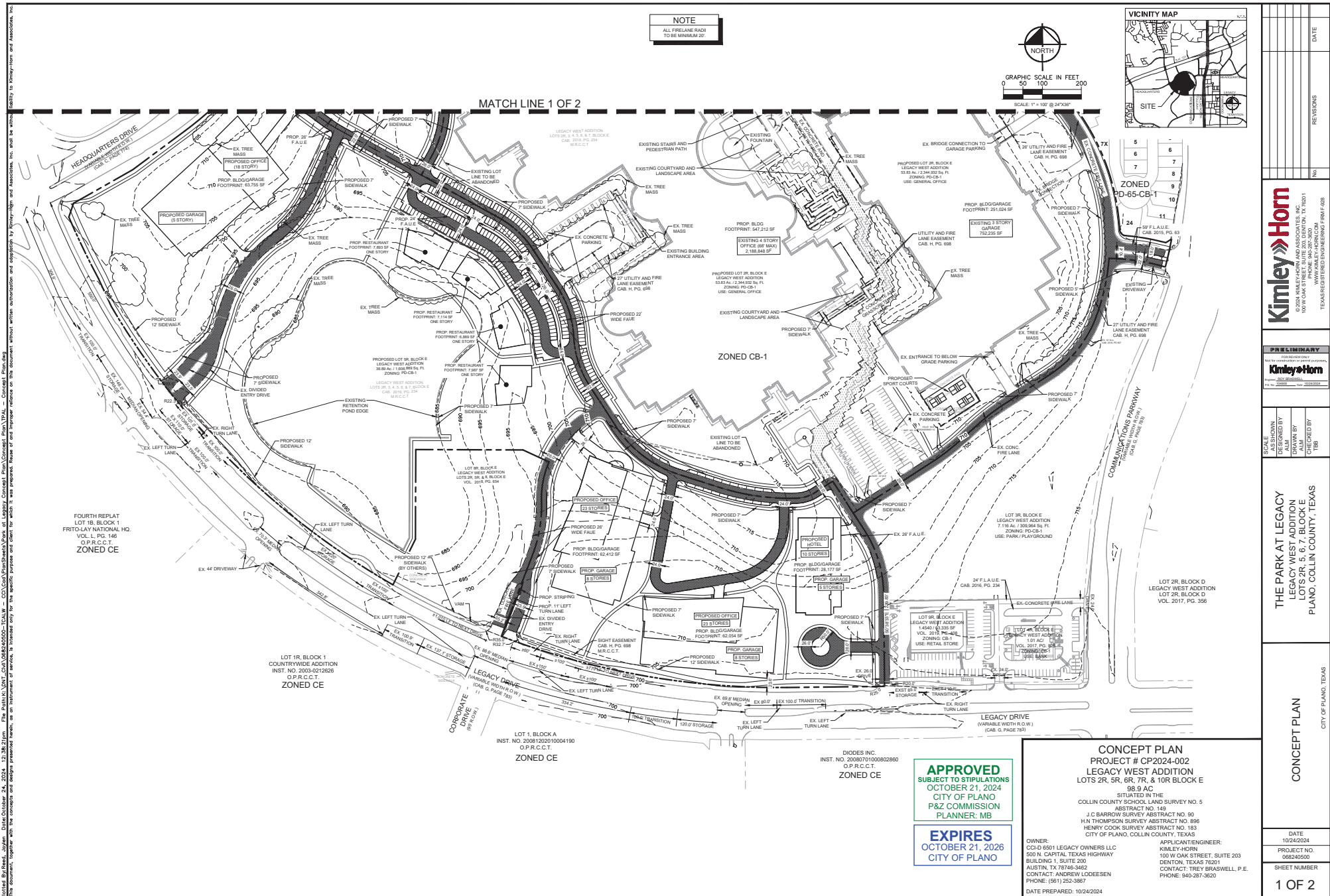
Kimley-Horn

DESIGNED BY: [Signature]
DRAWN BY: [Signature]
CHECKED BY: [Signature]

CONCEPT PLAN

CITY OF PLANO, TEXAS

DATE: 10/24/2024
PROJECT NO: 066240590
SHEET NUMBER: OVR



MEETING DATE	MEETING ID	ZONING CASE
October 21, 2024	PZ 10.21.24	Zoning Case 2024-003

RESULTS for Sample 1

I, **[Member Name]**, [Member Position], after review of the written information and listening to the hearing participants, voted in **SUPPORT** to this case, finding the following:

1. The request is consistent with the overall Guiding Principles of the Comprehensive Plan because:

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 & Guidelines
☐ Facilities & Infrastructure Policy
☐ Future Land Use Map and Dashboards - Description & Priorities
☐ Parks Master Plan Map
☐ Redevelopment & Growth Management Policy - Action 5A (RGM5A)
☐ Redevelopment & Growth Management Policy - Action 5B (RGM5B)
☐ Redevelopment & Growth Management Policy - Action 5C (RGM5C)
☐ Redevelopment & Growth Management Policy - Action 8 (RGM8)
☐ Thoroughfare Plan Map & Cross-Sections
☐ Other

4. Comments on any of the above which further explain my position:

XX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Signature

Date

MEETING DATE	MEETING ID	ZONING CASE
October 21, 2024	PZ 10.21.24	Zoning Case 2024-003

RESULTS for Sample 2

I, **[Member Name]**, [Member Position], after review of the written information and listening to the hearing participants, voted in **OPPOSITION** to this case, finding the following:

- ☐ I agree with the conclusions in the preliminary report provided by staff because:

or

- ☐ The project is incompatible with the Future Land Use Map Dashboard of the Comprehensive Plan because:

- ☐ The request is inconsistent with the overall Guiding Principles of the Comprehensive Plan because:

- ☐ The request is not substantially beneficial to the immediate neighbors, surrounding community, and general public interest because:

The request is inconsistent with other policies, actions, maps:

- ☐ Future Land Use Map & Dashboards - Character Defining Elements
☐ Future Land Use Map & Dashboards - Mix of Uses
☐ Future Land Use Map and Dashboards - Description & Priorities
☐ Parks Master Plan Map
☐ Redevelopment & Growth Management Policy - Action 1 (RGM1)
☐ Redevelopment & Growth Management Policy - Action 5C (RGM5C)
☐ Redevelopment & Growth Management Policy - Action 8 (RGM8)
☐ Other

- ☐ Comments on any of the above which further explain my position:

XX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Signature

Date

Change to Planned Development Stipulations

Changes to PD stipulations since the September 16, 2024, meeting are provided below.

The permitted uses and standards shall be in accordance with the Central Business-1 (CB-1) zoning district, unless otherwise specified herein:

1. Uses:

a) Additional Permitted Uses:

- i. Independent Living Facility
- ii. Mid-Rise Residential
- iii. Retail/Service (Incidental)

b) Additional Standards for Permitted Uses:

- i. Vehicle Storage uses are only permitted when located within a parking structure and do not utilize required parking spaces.
- ii. Licensed Massage Therapy uses are only permitted as an accessory use to a Health/Fitness Center, Hotel, or Medical Office.

c) Additional Prohibited Uses:

- i. Assisted Living Facility
- ii. Body Piercing
- iii. Cabinet/Upholstery Shop
- iv. Car Wash
- v. Cemetery/Mausoleum
- vi. Compact Construction & Transportation Equipment Sales & Service
- vii. Continuing Care Facility
- viii. Convenience Store, Freestanding
- ix. Dry Cleaning Plant
- x. Electrical Power Generating Plant
- xi. Fairgrounds
- xii. Farm, Ranch, Garden, or Orchard
- xiii. Furniture and Appliance, Storage/Repair of (Inside)
- xiv. Garden Center
- xv. Kennel (Outdoor Pens)
- xvi. Long-term Care Facility
- xvii. Mini-Warehouse/Public Storage
- xviii. Mortuary/Funeral Parlor
- xix. Motorcycle Sales & Service
- xx. Nursery
- xxi. Paint Shop
- xxii. Pawn Shop
- xxiii. Print Shop (Major)
- xxiv. Public Storage/Mini-Warehouse
- xxv. Railroad Freight Depot or Dock
- xxvi. Sewage Treatment Plant
- xxvii. Superstore
- xxviii. Tattooing and Permanent Cosmetics

- xxix. Theater (Drive-in)
- xxx. Vehicle Dealer (Used)
- xxxi. Vehicle Dealer (New)
- xxxii. Vehicle Parts Sales (Inside)
- xxxiii. Vehicle Repair (Major)
- xxxiv. Vehicle Repair (Minor/Fueling Station)
- xxxv. Vehicle Storage (Outside)
- xxxvi. Warehouse/Distribution Center
- xxxvii. Water Treatment Plant

2. General Standards:

- a) ~~The Conceptual Open Space Plan is adopted as part of this ordinance and is intended only to depict the conceptual location of Internal Drives and Open Space and Amenities, as described in Sections 7 and 8 of this ordinance. Except as otherwise provided in Sections 7 and 8 of this ordinance, the layout of Internal Drives and Open Space and Amenities must generally comply with the adopted Conceptual Open Space Plan.~~

The Open Space Plan is adopted as part of this ordinance. The layout of Internal Drives, Sidewalk/Trail Network, and Open Space and Amenities must comply with the adopted Open Space Plan; however, the Planning & Zoning Commission may approve minor amendments consistent with Section 12.1400 (Minor Amendments for Plan Adopted by Ordinance) of the Zoning Ordinance.

- b) No fencing shall be permitted along the perimeter of the district or surrounding publicly accessible open space in a manner that prevents access to such open space.
- c) Along Headquarters Drive and Legacy Drive, one 3-inch caliper or greater shade tree and one ornamental tree (7-foot planted height) shall be provided per 50 feet of linear frontage. Existing trees within 75 feet of the public right-of-way may count towards this requirement when located between a building and the street.
- d) Where directly adjacent to non-residential uses, a park will be considered to meet Section 5.7.4 of the Subdivision Ordinance by providing a screening wall, fence and landscaping, or separation via an Internal Drive.

3. Development Standards for Mid-rise Residential and Independent Living Facilities:

- a) Maximum Number of Dwelling Units: 750
- b) Minimum Height:
 - i. ~~40 stories or 100 feet, 15 stories or 180 feet, except as limited by Single-family Adjacency Height Transitions and set for in Section 3.b)ii.~~
 - ii. A maximum of 195 linear feet of mid-rise residential building facades that face Headquarters Drive and that provide screening for a parking garage may be less than 15 stories, but shall be no less than the height of the parking garage.
- c) Single-family Adjacency Height Transitions – To provide a transitional height buffer, buildings within 240 feet of an existing single-family lot are subject to the following standards:

- i. Maximum Height: 3 stories, 45 feet
 - ii. Maximum Number of Units: 5 per building
 - iii. Units shall be located on the same lot with a mid-rise residential building adhering to the 8-story or 100-foot minimum height requirement.
 - iv. Each unit shall have an individual exterior entrance.
- d) ~~Residential uses are prohibited within a 300-foot by 300-foot square area at the intersection of Legacy Drive and Headquarters Drive as shown on the Conceptual Open Space Plan.~~

Location Restrictions: Mid-rise Residential and Independent Living Facilities may not be located:

- i. Within 1,000 feet of the intersection of the centerline of Legacy Drive and Headquarters Drive; and
 - ii. Within 600 feet of the centerline of Legacy Drive.
- e) Minimum Lot Depth: None
- f) Maximum Lot Coverage: 65%
- g) Mid-rise residential development is exempt from the supplemental regulations of Section 15.800 (Multifamily Residence) of the Zoning Ordinance.
- h) Balconies facing Headquarters Drive and located 123 feet or more above grade shall have solid balcony wall with laminated glass achieving a combined height of no less than 6 feet tall.

4. Development Standards for Non-residential Uses: Non-residential uses shall be developed in accordance with the Central Business-1 (CB-1) zoning district except as otherwise specified herein:

- a) Maximum Lot Coverage for Area A as depicted on the Open Space Plan: 45%
- b) Maximum Lot Coverage for all other areas: 75%

5. Parking Requirements:

- a) A minimum of 75% of the required parking for mid-rise residential or independent living facilities shall be located in a parking structure.
- b) Required parking must be provided within 300 feet of the use it serves except for valet parking which may be located anywhere within the Property provided it is in a parking structure.

6. Parking Garages: For parking garages constructed after *[effective date of this Ordinance]*, the following parking garage requirements apply:

- a) For residential uses, parking garages fronting a public street shall be fully concealed by the buildings except for their entry features. A garage for a mid-rise residential building may not exceed the height of the mid-rise residential building.

- b) All permanent parking garages fronting on Headquarters Drive and Legacy Drive must be designed to conceal the vehicular headlights from adjacent residential properties and rights-of-way. The source of internal lighting shall be hooded and shielded to direct light into the parking garage.
- c) Parking ramps must be internal to the garage and must not be clearly visible from the public right-of-way on which the façade fronts, except for garage entrances.

7. Screening: Required screening for new structures constructed after *[effective date of this Ordinance]* shall conform to requirements in Article 20 and the following:

- a) Newly constructed roof-mounted equipment, including, but not limited to, vent stacks and their roof penetrations, elevator cabs, storage tanks, compressor units and water chillers, shall be integrated into the building design and screened to minimize visibility from adjacent ground level public streets or Internal Drives.
- b) The following elements shall be screened from ground level view from adjacent public and internal drives: trash containers; trash collection areas; maintenance facilities; ground-mounted utilities equipment; storage areas; incinerators; air conditioning chillers; storage tanks; construction and maintenance equipment (except when actually in use); ground-level generator; and loading docks.
- c) Trash receptacles shall be oriented toward service corridors and screened from view.
- d) Loading docks be either fully or semi-recessed within structures to fulfill part or all of the screening requirements.
- e) Utility company switchgear, splice cabinets, and other surface mounted utility equipment shall be screened by landscaping or screening walls except when prohibited by such utility company.
- f) All cabinets, wiring, conductors, lamps, transformers, ballasts, raceways, attachment devices and other equipment associated with signage shall be screened from adjacent streets.

8. Internal Drive Standards: Internal Drives shall be provided in the locations shown on the ~~Conceptual~~ Open Space Plan and comply with the following:

- a) Internal Drives shall be privately owned and maintained but open to the public for transportation purposes only.
- b) Except as provided below, Internal Drives shall comply with the cross-section as shown in the ~~Conceptual~~ Open Space Plan.
 - i. Internal Drives existing on *[effective date of this Ordinance]* may utilize existing pavement width and materials for the travel lanes.
 - ii. Parallel on-street parking spaces shall only be required at the locations shown on the ~~Conceptual~~ Open Space Plan. Diagonal parking may be used in lieu of parallel parking provided that the minimum sidewalk width and tree planting zone is maintained. Additional parallel or diagonal on-street parking may be provided at time of site plan.

- iii. Perpendicular parking spaces may be provided in ~~“Area B”~~ Area A. Perpendicular parking spaces that are depicted on the ~~Conceptual Open Space Plan~~ are conceptual in nature and may be modified at time of site plan.
- c) A minimum of one 3-inch caliper shade tree shall be required for every 40 linear feet along each side of Internal Drives. Existing trees within 30 feet of a sidewalk count towards this requirement. Shade trees shall be planted with the construction of the adjacent building or Open Space and Amenities.
- d) Trees shall be placed in planting beds or tree grates within five feet of the back of curb of Internal Drives. The exact spacing and location of trees shall be determined at the time of site plan approval.
- e) Sidewalks and street trees shall be constructed along the respective side of the Internal Drives no later than with the construction of the adjacent building.

9. Open Space and Amenities: A minimum 21 acres of open space in the aggregate shall be provided throughout the district. Open Space and Amenities shall be provided as shown on the Open Space Plan. Open Space and Amenities not required with Section 10 (Residential Phasing) of this ordinance shall be provided with the construction of the adjacent building. Open Space and Amenities shall consist of the following areas:

- a) ~~District Trail & Sidewalk Network~~ — A minimum 4-mile network of trails and sidewalks providing connectivity throughout the district and between the ~~Area A Open Space, Area B Open Space,~~ and public park, if applicable. ~~The District Trail & Sidewalk Network may be located along perimeter streets and Internal Drives, and shall include the Area A Trail & Sidewalk Network, the Area B Trail & Sidewalk Network, and the Area C Trail & Sidewalk Network. The District Trail & Sidewalk Network shall meet the following standards:~~

District Trail & Sidewalk Network – A minimum 4-mile network of trails and sidewalks shall be provided as shown on the Open Space Plan. The District Trail & Sidewalk Network shall meet the following standards:

- i. A 12-foot wide sidewalk shall be constructed along Legacy Drive. All other trails and sidewalks shall be a minimum width of 7 feet;
- ii. Trash receptacles shall be located adjacent to sidewalks no more than every 500 feet, generally.
- b) ~~Area A Open Space~~ — ~~Area A Open Space~~ shall be provided within the boundaries of “Area A”, as “Area A” is outlined on the ~~Conceptual Open Space Plan~~. The location of the ~~Area A Open Space~~ shall be identified at time of site plan for the adjacent development, and shall consist of the following areas:
 - i. ~~Area A General Open Space~~ — A minimum of 0.5 acres of contiguous open space with no dimension less than 45 feet shall be provided.
 - ii. ~~Area A Trail & Sidewalk Network~~ — A minimum 1,000 feet of trails and sidewalks providing connectivity to the ~~District Trail & Sidewalk Network~~.
- c) ~~Area B Open Space~~ — ~~Area B Open Space~~ shall be provided within the boundaries of “Area B”, as “Area B” is outlined on the ~~Conceptual Open Space Plan~~. The location of the ~~Area B Open~~

~~Space shall be identified at time of site plan for the adjacent development, and shall consist of the following areas:~~

~~i. *Area B General Open Space* — A minimum of 2 acres of open space with no dimension less than 45 feet shall be provided.~~

~~(1) A minimum of 1.5 acres of the *Area B General Open Space* shall be contiguous, with frontage along the *Pond/Water Feature* and *Legacy Drive*, and may include landscaped areas, fountains, site lighting, recreational game courts, dog parks, and hardscape plazas.~~

~~(2) The remaining 0.5 acre of *Area B General Open Space* must be contiguous, but is not required to be placed adjacent to the other 1.5 acres of *Area B General Open Space* in 8.c.i.1 above, or to have frontage along the *Pond/Water Feature*.~~

~~d) *Area C Open Space* — *Area C Open Space* shall be provided within the boundaries of “Area C”, as “Area C” is outlined on the Conceptual Open Space Plan. The location of the *Area C Open Space* shall be identified at time of site plan for the adjacent development, and shall consist of the following areas:~~

~~i. *Area C General Open Space* — A minimum of 7 acres of landscape areas shall be provided in the approximate locations shown on the Conceptual Open Space Plan and may include landscaped areas, fountains, site lighting, recreational game courts, dog parks, and hardscape plazas. Modifications to the existing buildings that are shown on the Conceptual Open Space Plan are permitted; however, if any *Area C General Open Space* is affected by said modification, open space shall be substituted elsewhere within the boundaries of “Area C”, provided the *Area C General Open Space* is no less than 7 acres in size.~~

~~ii. *Courtyard* — A minimum of 7 acres of contiguous open space between the existing building and parking garages that includes features and amenities including, but not limited to, plazas, water fountains, lighting, seating areas, decorative landscaped areas, trees, and recreational game courts as shown on the Conceptual Open Space Plan.~~

~~iii. *Pocket Park* — A minimum 0.5 acres of open space shall be provided as a pocket park in the approximate location shown on the Conceptual Open Space Plan.~~

~~iv. *Area C Trail & Sidewalk Network* — A minimum 0.5-mile network of trails and sidewalks providing direct connectivity to the *District Trail & Sidewalk Network*.~~

b) *General Green Space* – A minimum 9.5 acres of open space shall be provided in the locations as shown in the Open Space Plan. *Area 1* and *Area 2*, as shown on the Open Space Plan, shall comply with the requirements of Section 13.800.3 (Usable Open Space – General Standards) in addition to the following standards:

i. *Area 1* shall include a minimum of 0.5 contiguous acres.

ii. *Area 2* shall include a minimum of 0.5 contiguous acres.

iii. Usable open space shall have no dimension less than 45 feet.

- iv. Usable open space shall have a minimum of two access points to the *District Trail & Sidewalk Network*, Internal Drives, or public streets.
- c) *Pond/Water Feature* – A minimum 4-acre retention pond shall be provided within the boundaries generally shown on the ~~Conceptual~~ Open Space Plan and shall include the following associated improvements: seating areas, trash receptacles, a retaining wall, and ten (10) parking spaces reserved for public use. Publicly reserved parking spaces shall be located within 200 feet of the *Pond/Water Feature*. ~~The boundaries of the *Pond/Water Feature* may be modified provided the *Pond/Water Feature* is no less than 4 acres in size.~~
- d) *Waterfront Trail* – A minimum 7-foot-wide pedestrian trail shall be provided along the perimeter of the *Pond/Water Feature* in the approximate location shown on the ~~Conceptual~~ Open Space Plan. The exact location of the *Waterfront Trail* shall be identified at time of site plan for adjacent development, taking into consideration changes to the *Pond/Water Feature*.
- e) *Pond Plaza* – A minimum 10-foot wide, variable width, hard-surfaced plaza that extends a minimum of 690 linear feet along the *Pond/Water Feature* and provides direct connectivity to the *Waterfront Trail* and the *District Trail & Sidewalk Network*. ~~The *Pond Plaza* may~~ shall consist of spaces for outdoor dining, seating areas, bicycle parking, trash receptacles, and pedestrian-scale lighting.
- f) *Courtyard* – A minimum of 7 acres of contiguous open space between the existing building and parking garages that includes features and amenities including, but not limited to, plazas, water fountains, lighting, seating areas, decorative landscaped areas, trees, and recreational game courts as shown on the Open Space Plan.
- g) *Pocket Park* – A minimum 0.5 acres of open space shall be provided as a pocket park in the approximate location shown on the Open Space Plan.

10. Residential Phasing:

- a) Phase 1: Max 365 units

In addition to recent interior renovations to the existing building, the following must be completed prior to issuance of building permit for the first phase of 365 residential units:

- i. A minimum of 560,000 square feet within the existing office building must have received certificates of occupancy.
- ii. The *Courtyard* shall be maintained, including a plaza for 100 people and recently added recreational game courts and amenities.
- ~~iii. The *Pocket Park*, the *Area C General Open Space*, including the installation of four new recreational game courts, two new dog parks, a plaza with seating for 100 people, and 1.5 acres of *Area B Open Space* shall be provided.~~
- iii. The *Pocket Park*, including seating, shade trees, and trash receptacles, shall be provided.
- iv. The *General Green Space*, including the installation of four new recreational game courts, two new dog parks, excluding *Area 1* and *Area 2*, shall be provided.

- v. A minimum of 1.5 miles of existing and proposed trails/sidewalks in the *District Trail & Sidewalk Network*.

b) Phase 2: Max 385 units

In addition to completion of Phase 1 requirements, the following must be completed prior to the issuance of a building permit for the remaining 385 units in Phase 2:

- i. Commence vertical construction of a new 225+ key hotel or a minimum of 250,000 square feet, in the aggregate, of a non-residential building or buildings.
- ii. Certificate(s) of occupancy must be obtained for an additional 400,000 square feet within the existing office building, for a total of 960,000 square feet of occupied space.
- iii. Completion of specified Open Space and Amenities shown on the ~~Conceptual~~ Open Space Plan as follows:
 - a. Completion of the *Pond/Water Feature*, including the necessary retaining wall.
 - b. Completion of an additional minimum of 1.5 miles of existing and new trails in the *District Trail & Sidewalk Network*, including the *Waterfront Trail*, with associated improvements.
 - c. Area 1 of the General Green Space shall be provided.
- iv. A minimum of ten (10) parking spaces shall be reserved for public use and located within 200 feet of the Bruce Glasscock Park.

11. Multiuse Growth Management: No more than 50% of the total square footage within the district is permitted to be residential uses at any time.

~~12. Environmental Health Area Study:~~

~~Prior to the issuance of a building permit, an Environmental Health Area Study shall be conducted to determine whether mitigation methods are required for residential development within an Expressway Corridor Area, such as:~~

- ~~a) Pollution Mitigation Measures—The following standards must be used during initial construction and must be added as notes to the site plan. The Building Official or designee may substitute equivalent or superior construction methods upon replacement or reconstruction, consistent with building code requirements.~~
 - ~~i. Mechanical ventilation for mid-rise residential and single-family residence attached buildings must exceed the building code as follows:~~
 - ~~a. All ventilation units must be outdoor-air sourced.~~
 - ~~ii. Air Filtration:~~
 - ~~a. Each outdoor-air sourced mechanical ventilation unit must contain a filter box on the intake side or filter housing as part of the assembly.~~

~~b. These filter boxes must contain a filter (or combination of filters in “series”) capable of filtering outdoor airborne particulates to the MERV 8 standard or greater, based on the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) ratings.~~

~~b) Noise Mitigation Measures—The following standard must be used during initial construction and must be added as a note to the site plan. The Building Official or designee may substitute equivalent or superior construction methods upon replacement or reconstruction, consistent with building code requirements.~~

~~i. Construction documents sealed by an architect must be provided as part of the building construction plan set that details mitigation of the interior noise at each unit to a maximum level of 45 dBA.~~

~~ii. The engineer of record will be responsible for testing the interior noise and providing a noise study to the Building Inspections Department prior to the final building inspection.~~

12. Governance Association: Applications for building permits for development within the district shall not be accepted or approved until a Property owners governance association is established. The association shall be responsible for maintaining all Internal Drives, Private Drives, common Property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to, security, promotion and marketing and entertainment. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.

13. Signage Regulations: In addition to signs permitted by Article 22 (Signs) of the Zoning Ordinance, the following additional signs and/or revised sign definitions and standards are permissible:

a) Multipurpose Signs.

- i. Multipurpose signs must be monument signs only, must not exceed ~~225~~100 square feet in area, and must not exceed ~~45~~12 feet in height.
- ii. No more than two (2) multipurpose signs may be located along Legacy Drive.
- iii. No more than two (2) multipurpose signs may be located along Headquarters Drive.
- iv. One (1) multipurpose sign may be located along Communications Drive or Water Street.
- v. Multipurpose signs shall have a required front setback of 8 feet and must maintain a minimum distance of 30 feet between signs.

b) Kiosks.

- i. Freestanding kiosk structures are allowed on individual lots. Kiosks are limited to a maximum of 10 feet in height. Visibility requirements must be met for drives and streets. Message and maps on kiosks should be scaled to pedestrian legibility only and may not be legible to drivers.

- ii. Signage on kiosks must not exceed 60 square feet in area. For multiple-sided kiosks, the gross surface area of each side must not exceed two times the allowable square footage divided by the number of sign faces.
 - iii. A maximum of 8 freestanding kiosks may be installed in the planned development district, with a maximum of 4 installed per block.
- c) Unified-lot Signs. For purposes of this planned development district, all lots will be considered contiguous.
- d) Electronic wall signs are prohibited.
- e) Portable (trailer) signs are prohibited.

MEETING DATE

Monday, November 11, 2024

RESULTS

I, Mayor/Councilmember _____, 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: _____;
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 & Guidelines
 - ☐ Facilities & Infrastructure Policy
 - ☐ Future Land Use Map and Dashboards – Description & Priorities
 - ☐ Parks Master Plan Map
 - ☐ Redevelopment & Growth Management Policy – Action 5A (RGM5A)
 - ☐ Redevelopment & Growth Management Policy – Action 5B (RGM5B)
 - ☐ Redevelopment & Growth Management Policy – Action 5C (RGM5C)
 - ☐ Redevelopment & Growth Management Policy – Action 8 (RGM8)
 - ☐ Thoroughfare Plan Map & Cross-Sections
 - ☐ Other: _____
4. Comments on any of the above which further explain my position:

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

Signature

Date

City Council Findings Form

The Guiding Principles establish overarching themes that apply to all policies and actions and express values for Today, 2050, and Together. These Principles are not intended to stand alone but to be 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 of the other principles to be fully and accurately understood.

Guiding Principle 1 | Plano Today

- 1.1. The Plan enhances the quality of life in the near term, continually striving to meet the needs and priorities of current residents, businesses, and institutions of Plano.
- 1.2. The Plan promotes the safety, viability, and vibrancy of Plano's existing neighborhoods, managing growth and shaping change that complements the city's suburban character and rich history.
- 1.3. The Plan promotes the educational, recreational, and cultural centers of the community, providing an environment for world-class facilities, businesses, and institutions that support a vital economy.
- 1.4. The Plan respects the suburban character of Plano and seeks to preserve and enhance the built environment.
- 1.5. The Plan acknowledges that Plano is mostly developed and does not anticipate significant changes in population or residential development in the future.
- 1.6. Implementation of the Plan will be open and transparent, with a high standard for exceptions to land use principles, proactively seeking community input, and updated when needed with opportunities for the public to continually share their needs and priorities with community leaders and inform the decision-making process.

Guiding Principle 2 | Plano 2050

- 2.1. The Plan enhances the quality of life in the long term, preparing for future generations of residents, businesses, and institutions of Plano who may not yet have a voice but are impacted by the decisions of today.
- 2.2. The Plan successfully manages Plano's transition to a mature city, seeking innovative approaches and best practices to accommodate emerging trends, technologies, and opportunities that improve the quality of life and allow the city to remain attractive and vibrant into the future.
- 2.3. The Plan builds on Plano's strong history of thoughtful planning, guiding future development and redevelopment where it is safe, attractive, appropriate, and convenient; contributes to a variety of housing, employment, and social opportunities; and respects the natural environment.
- 2.4. Implementation of the Plan will be fiscally responsible, ensuring that alternatives are considered and completion of actions provides the greatest long-term value.

Guiding Principle 3 | Plano Together

- 3.1. The Plan serves people of all backgrounds, striving to meet the needs of an inclusive and vibrant community that calls Plano "home."
- 3.2. The Plan promotes a community that is safe, engaged, and rich in educational, cultural, and recreational opportunities that are highly desirable to residents and visitors alike.
- 3.3. The Plan embraces Plano's position as a leader in the region, demonstrating the city's standard of excellence and supporting our neighbors through linkages including health, economy, culture, transportation, and sense of community.
- 3.4. The Plan manages growth and redevelopment in a gradual manner, ensuring changes are beneficial to neighbors and the surrounding community based on real, city-level demand.
- 3.5. Implementation of the Plan will be done in partnership with the community and educational, nonprofit, civic, cultural, faith-based, and governmental organizations, promoting cooperation towards common goals that enhance the quality of life for the residents, businesses, and institutions of Plano.

MEETING DATE

Monday, November 11, 2024

RESULTS

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

☐ I agree with the conclusions in the preliminary report provided by staff because:

_____.

or

☐ The project is incompatible with the Future Land Use Map Dashboard of the Comprehensive Plan because: _____;
and

☐ The request is inconsistent with the overall Guiding Principles of the Comprehensive Plan because: _____;
and

☐ The request is not substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: _____;
and

The request is inconsistent with other policies, actions, maps:

- ☐ Future Land Use Map & Dashboards – Character Defining Elements
- ☐ Future Land Use Map and Dashboards – Description & Priorities
- ☐ Future Land Use Map & Dashboards – Mix of Uses
- ☐ Parks Master Plan Map
- ☐ Redevelopment & Growth Management Policy – Action 1 (RGM1)
- ☐ Redevelopment & Growth Management Policy – Action 5C (RGM5C)
- ☐ Redevelopment & Growth Management Policy – Action 8 (RGM8)
- ☐ Other: _____

☐ Comments on any of the above which further explain my position: _____.

Overall, I believe the applicant's request should be opposed due to the reasons I have indicated above.

Signature

Date

City Council Findings Form

The Guiding Principles establish overarching themes that apply to all policies and actions and express values for Today, 2050, and Together. These Principles are not intended to stand alone but to be 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 of the other principles to be fully and accurately understood.

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CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Resolution to cast ballot for Collin County Appraisal Board
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Consideration of a Resolution for the City of Plano to cast its ballot for the election of members to the Collin Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date. **Adopted Resolution No. 2024-11-2(R) - Rick Grady - 300 votes.**

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Approval of this Resolution will support the City's Strategic Plan Critical Success Factor of Residential and Commercial Economic Vitality.

ATTACHMENTS:

Description	Upload Date	Type
CCAD Letter	10/28/2024	Letter
Resolution	10/29/2024	Resolution



Collin Central Appraisal District

October 24, 2024

Lisa Henderson, Director of Records and Elections/City Secretary
Plano City
PO Box 860358
Plano, TX 75086

RE: Board of Directors election, one-year term, beginning January 1, 2025

Dear Ms. Henderson:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their surname.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2024, **except taxing units with 250 or more votes.**

Taxing Units with 250 or more votes MUST determine its votes by Resolution adopted at the FIRST or SECOND open meeting of the governing body held after the chief appraiser delivers the ballot and their voting Resolution must be submitted to the chief appraiser not later than the THIRD day following the date the Resolution was adopted.

Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser will not count votes for someone not listed on the official ballot.

Regards,

Marty Wright
Chief Appraiser

Enclosure



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: **Plano City**

NUMBER OF VOTES: **300**

FOR: **BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TERM
BEGINNING JANUARY 1, 2025.**

NOMINEES	VOTES
<i>ALVIN BENTON</i>	
<i>LISA BIDDLE</i>	
<i>MARVIN BOBO</i>	
<i>LINDSAY BUHLER</i>	
<i>AL ELY</i>	
<i>RICHARD GRADY</i>	
<i>ROBERT HALLBERG</i>	
<i>MICHELLE HOWARTH</i>	
<i>BRIAN MANTZEY</i>	
<i>SKIP MIDDLETON</i>	
<i>LEE MILLER</i>	
<i>SHERI SACHS</i>	
<i>JERRY TARTAGLINO</i>	
<i>VERONICA YOST</i>	

October 24, 2024

Marty Wright, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2024, **except taxing units with 250 or more votes.**



Collin Central Appraisal District

2025

COLLIN CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTOR'S NOMINATIONS

ALVIN BENTON	Nominated by the Frisco ISD. Resides in Frisco, TX.
LISA BIDDLE	Nominated by the City of Anna. Resides in Anna, TX
MARVIN BOBO	Nominated by the Lovejoy ISD. Resides in Lucas, TX.
LINDSAY BUHLER	Nominated by the City of Sachse. Resides in Sachse, TX.
AL ELY	Nominated by Plano ISD. Resides in Plano, TX.
RICHARD GRADY	Nominated by the City of Plano. Resides in Plano, TX. Current Board member.
ROBERT HALLBERG	Nominated by City of Anna. Resides in Anna, TX.
MICHELLE HOWARTH	Nominated by the City of Sachse. Resides in Sachse, TX.
BRIAN MANTZEY	Nominated by the City of McKinney. Resides in McKinney, TX. Current Board member.
SKIP MIDDLETON	Nominated by the City of Frisco. Resides in Frisco, TX.
LEE MILLER	Nominated by the City of Anna. Resides in Anna, TX.
SHERI SACHS	Nominated by the City of Anna. Resides in Anna, TX.
JERRY TARTAGLINO	Nominated by Plano ISD. Resides in Parker, TX.
VERONICA YOST	Nominated by City of Allen & Allen ISD. Resides in Allen, TX. Current Board member.

A Resolution of the City of Plano, Texas, casting its ballot for the election of members to the Collin Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.

WHEREAS, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Collin Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

WHEREAS, the City Council of the City of Plano, Texas, has deliberated on these matters and selected the person(s) to whom it wishes to cast its votes.

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

Section I. The City Council authorizes Mayor John B. Muns to cast the ballot for the City of Plano as attached hereto and made a part hereof Exhibit "A."

Section II. The list of candidates for the Collin Central Appraisal District Board of Directors is attached hereto and made a part hereof Exhibit "B."

Section III. This resolution shall become effective immediately upon its passage, and a certified copy shall be delivered to the Chief Appraiser prior to December 15, 2024.

PASSED AND APPROVED on the 11th day of November, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: **Plano City**

NUMBER OF VOTES: **300**

FOR: **BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TERM
BEGINNING JANUARY 1, 2025.**

NOMINEES	VOTES
<i>ALVIN BENTON</i>	
<i>LISA BIDDLE</i>	
<i>MARVIN BOBO</i>	
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<i>AL ELY</i>	
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October 24, 2024

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Collin Central Appraisal District

2025

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ALVIN BENTON	Nominated by the Frisco ISD. Resides in Frisco, TX.
LISA BIDDLE	Nominated by the City of Anna. Resides in Anna, TX.
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SKIP MIDDLETON	Nominated by the City of Frisco. Resides in Frisco, TX.
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CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024
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ITEM SUMMARY

Consideration of a Resolution for the City of Plano to cast its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date. **Adopted Resolution No. 2024-11-3(R) - Rob Altman - 5 votes, Mike Hennefer - 3 votes, and Ray Martin - 3 votes.**

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Approval of this Resolution will support the City's Strategic Plan Critical Success Factor of Residential and Commercial Economic Vitality.

ATTACHMENTS:

Description	Upload Date	Type
Back-up Materials	10/29/2024	Informational
Resolution	10/29/2024	Resolution



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
www.dentoncad.com

TO: Denton County Taxing Units
FROM: Don Spencer, Chief Appraiser
DATE: October 23, 2024
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. Since December 15th falls on a Sunday this year, this means resolutions must be received by close of business on Friday, December 13th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become members of the Denton CAD Board of Directors in January of 2025.

The candidates nominated by the taxing units are:

<u>Candidate</u>	<u>Nominating Unit</u>
1. Rob Altman	<i>City of Frisco, City of The Colony, Denton County, City of Roanoke Town of Northlake</i>
2. Henry Benjamin III	<i>Frisco ISD</i>
3. Alex Buck	<i>City of Highland Village, Denton County, City of Lewisville, City of Southlake</i>
4. Vicki Byrd	<i>City of Denton</i>
5. Bryan Dodson	<i>Frisco ISD</i>
6. Jared Eutsler	<i>City of Corinth</i>
7. Sean Frank	<i>Frisco ISD</i>
8. Mike Hennefer	<i>City of Carrollton, City of The Colony, Denton County, C-FB ISD</i>
9. Ray Martin	<i>Town of Providence Village, City of The Colony, City of Corinth, City of Lewisville, City of Coppell, City of Southlake</i>
10. Ann Pomykal	<i>Denton County, City of Lewisville, City of Southlake</i>
11. Sandeep Sharma	<i>Town of Flower Mound</i>
12. Charles Stafford	<i>Denton ISD, City of Denton, City of Southlake, Pilot Point ISD</i>
13. Osiris Wade	<i>Frisco ISD</i>
14. Bruce Yeager	<i>Ponder ISD</i>
15. **David Terre	<i>Nominated by City of Denton Does not desire to be re-elected</i>

Bio sheets on each candidate have been requested and are being gathered. If you would like further information on one(or more) of the candidates, please contact Misty Baptiste she will forward those information sheets to you as soon as they are available.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.

**DENTON CENTRAL APPRAISAL DISTRICT
2024 DISTRIBUTION OF VOTES**

		2023 LEVY	% OF TOTAL LEVIES	NUMBER OF VOTES
JURISDICTIONS				
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	60,114,589.31	2.1028%	105
S02	AUBREY ISD	34,321,369.54	1.2006%	60
S03	CARROLLTON-FB ISD	59,321,215.50	2.0751%	104
S04	CELINA ISD	3,146,365.81	0.1101%	6
S05	DENTON ISD	363,897,514.29	12.7291%	636
S15	ERA ISD	1,316.27	0.0000%	1
S06	FRISCO ISD	185,710,323.80	6.4962%	325
S07	KRUM ISD	22,973,408.13	0.8036%	40
S08	LAKE DALLAS ISD	38,574,582.69	1.3493%	67
S09	LEWISVILLE ISD	640,496,706.05	22.4046%	1120
S10	LITTLE ELM ISD	99,672,541.66	3.4865%	174
S11	NORTHWEST ISD	211,182,352.68	7.3872%	369
S12	PILOT POINT ISD	12,242,011.09	0.4282%	21
S13	PONDER ISD	16,192,375.42	0.5664%	28
S17	PROSPER ISD	44,883,909.88	1.5700%	79
S14	SANGER ISD	25,430,897.51	0.8896%	44
S16	SLIDELL ISD	752,781.09	0.0263%	1
SCHOOL DISTRICTS TOTALS		\$1,818,914,261.72	63.626%	3182
G01	DENTON COUNTY	\$332,669,895.73	11.64%	582
CITIES:				
C26	TOWN OF ARGYLE	4,743,192.10	0.1659%	8
C01	CITY OF AUBREY	4,743,753.36	0.1659%	8
C31	TOWN OF BARTONVILLE	1,098,332.46	0.0384%	2
C02	CITY OF CARROLLTON	66,820,813.21	2.3374%	117
C49	CITY OF CELINA	5,780,996.55	0.2022%	10
C03	CITY OF THE COLONY	49,370,888.63	1.7270%	86
C21	TOWN OF COPPELL	1,189,865.11	0.0416%	2
C27	TOWN OF COPPER CANYON	1,486,063.82	0.0520%	3
C04	CITY OF CORINTH	17,538,879.40	0.6135%	31
C20	CITY OF DALLAS	17,277,441.44	0.6044%	30
C05	CITY OF DENTON	107,856,823.32	3.7728%	189
C42	CITY OF DISH	214,089.77	0.0075%	1
C30	TOWN OF DOUBLE OAK	1,236,380.77	0.0432%	2
C47	TOWN OF CORRAL CITY	19,122.17	0.0007%	1
C07	TOWN OF FLOWER MOUND	59,647,226.67	2.0865%	104
C36	CITY OF FORT WORTH	43,511,254.84	1.5220%	75
C32	CITY OF FRISCO	77,125,010.53	2.6978%	135
C39	CITY OF GRAPEVINE	353.40	0.0000%	1
C22	TOWN OF HACKBERRY	215,931.00	0.0076%	1
C38	CITY OF HASLET	4,273.59	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,513,775.76	0.0879%	4
C08	CITY OF HIGHLAND VILLAGE	16,016,996.76	0.5603%	28
C09	CITY OF JUSTIN	6,157,278.77	0.2154%	10
C18	CITY OF KRUGERVILLE	1,306,852.91	0.0457%	2
C10	CITY OF KRUM	4,569,621.33	0.1598%	8
C11	CITY OF LAKE DALLAS	4,221,993.88	0.1477%	7
C25	CITY OF LAKEWOOD VILLAGE	676,945.12	0.0237%	1
C12	CITY OF LEWISVILLE	87,690,250.13	3.0674%	153
C13	TOWN OF LITTLE ELM	45,921,404.02	1.6063%	80
C45	CITY OF NEW FAIRVIEW	57,369.53	0.0020%	1
C33	TOWN OF NORTHLAKE	8,206,500.28	0.2871%	14
C24	CITY OF OAK POINT	4,480,417.82	0.1567%	8
C14	CITY OF PILOT POINT	4,286,872.10	0.1500%	8
C29	CITY OF PLANO	7,098,097.71	0.2483%	11
C15	TOWN OF PONDER	2,180,652.92	0.0763%	3
C48	CITY OF PROSPER	12,225,453.38	0.4276%	20
C51	TOWN OF PROVIDENCE VILLAGE	5,469,672.92	0.1910%	10
C17	CITY OF ROANOKE	11,368,927.41	0.3977%	20
C16	CITY OF SANGER	8,914,071.23	0.3118%	15
C34	TOWN OF SHADY SHORES	1,555,153.67	0.0544%	2
C37	CITY OF SOUTHLAKE	824,974.30	0.0289%	1
C28	CITY OF TROPHY CLUB	11,354,591.12	0.3972%	20
C44	TOWN OF WESTLAKE	220,870.82	0.0077%	1
CITY TOTAL		\$707,189,436.03	24.74%	1236
TOTAL ALL JURISDICTIONS		\$2,858,773,593.48	100.00%	5000

A RESOLUTION BY THE GOVERNING BODY OF [ENTITY NAME] EXERCISING THEIR
RIGHT TO CAST VOTES FOR CANDIDATES IN THE ELECTION OF THE DENTON
CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the [ENTITY NAME] is a member of the Denton Central Appraisal
District and is entitled to cast [# of votes] in the election of the Board of Directors in
accordance with 6.03 of the Texas Property Tax Code; and,

Whereas, each voting unit must cast it's votes by resolution and submit it to the Chief
Appraiser before December 15, 2024.

NOW THEREFORE BE IT RESOLVED BY (ENTITY NAME) AS
FOLLOWS: THAT (ENTITY NAME) CAST VOTES ACCORDINGLY
AS REPRESENTED BELOW:

Candidate Name	# of votes

This Resolution is hereby introduced and adopted by (ENTITY NAME)
at its open meeting on (DATE OF MEETING).

SIGNATURE OF PRESIDING OFFICER

NAME OF ENTITY

SECONDARY SIGNATURE ATTEST

NAME OF ENTITY

A Resolution of the City of Plano, Texas, casting its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.

WHEREAS, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Denton Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

WHEREAS, the City Council of the City of Plano, Texas, has deliberated on these matters and selected the person(s) to whom it wishes to cast its votes.

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

Section I. The City Council authorizes Mayor John B. Muns to cast the ballot for the City of Plano as attached hereto and made a part hereof Exhibit "A."

Section II. The list of candidates for the Denton Central Appraisal District Board of Directors is attached hereto and made a part hereof Exhibit "B."

Section III. This resolution shall become effective immediately upon its passage, and a certified copy shall be delivered to the Chief Appraiser prior to December 15, 2024.

PASSED AND APPROVED on the 11th day of November, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
Tel: 972-941-7000
Plano.gov

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF PLANO EXERCISING THEIR RIGHT TO CAST VOTES FOR CANDIDATES IN THE ELECTION OF THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

Whereas, the City of Plano is a member of the Denton Central Appraisal District and is entitled to cast 11 votes in the election of the Board of Directors in accordance with 6.03 of the Texas Property Tax Code; and,

Whereas, each voting unit must cast it's votes by resolution and submit it to the Chief Appraiser before December 15, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PLANO AS FOLLOWS:

THAT THE CITY OF PLANO CAST VOTES ACCORDINGLY AS REPRESENTED BELOW:

Candidate Name	# of votes

This Resolution is hereby introduced and adopted by the City of Plano at its open meeting on November 11, 2024.

SIGNATURE OF PRESIDING OFFICER

NAME OF ENTITY

SECONDARY SIGNATURE ATTEST

NAME OF ENTITY



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
www.dentoncad.com

TO: Denton County Taxing Units
FROM: Don Spencer, Chief Appraiser
DATE: October 23, 2024
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. Since December 15th falls on a Sunday this year, this means resolutions must be received by close of business on Friday, December 13th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become members of the Denton CAD Board of Directors in January of 2025.

The candidates nominated by the taxing units are:

<u>Candidate</u>	<u>Nominating Unit</u>
1. Rob Altman	<i>City of Frisco, City of The Colony, Denton County, City of Roanoke Town of Northlake</i>
2. Henry Benjamin III	<i>Frisco ISD</i>
3. Alex Buck	<i>City of Highland Village, Denton County, City of Lewisville, City of Southlake</i>
4. Vicki Byrd	<i>City of Denton</i>
5. Bryan Dodson	<i>Frisco ISD</i>
6. Jared Eutsler	<i>City of Corinth</i>
7. Sean Frank	<i>Frisco ISD</i>
8. Mike Hennefer	<i>City of Carrollton, City of The Colony, Denton County, C-FB ISD</i>
9. Ray Martin	<i>Town of Providence Village, City of The Colony, City of Corinth, City of Lewisville, City of Coppell, City of Southlake</i>
10. Ann Pomykal	<i>Denton County, City of Lewisville, City of Southlake</i>
11. Sandeep Sharma	<i>Town of Flower Mound</i>
12. Charles Stafford	<i>Denton ISD, City of Denton, City of Southlake, Pilot Point ISD</i>
13. Osiris Wade	<i>Frisco ISD</i>
14. Bruce Yeager	<i>Ponder ISD</i>
15. **David Terre	<i>Nominated by City of Denton Does not desire to be re-elected</i>

Bio sheets on each candidate have been requested and are being gathered. If you would like further information on one(or more) of the candidates, please contact Misty Baptiste she will forward those information sheets to you as soon as they are available.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.

CITY COUNCIL AGENDA MEMO

MEETING DATE: 11/11/2024

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
