



CITY COUNCIL

**1520 K Avenue, Plano TX 75074 and via
videoconference**

DATE: April 13, 2026

TIME: 7:00 PM

This City Council Meeting will be held in person in the Senator Florence Shapiro Council Chambers. A quorum of the City Council, including the presiding officer, will participate in person. The facility will be open to members of the public.

For those wanting to watch the meeting but not address the Council, the meeting will be live-streamed on Plano's website at www.planotv.org, [YouTube.com/cityofplanotexas](https://www.youtube.com/cityofplanotexas) and [Facebook.com/cityofplanotx](https://www.facebook.com/cityofplanotx).

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

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

CALL TO ORDER

INVOCATION: Rev. Dr. Mancil Carroll - Avenue Progressive Baptist Church

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Cub Scout Pack 1220

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: April is National Child Abuse Prevention Month

Presented

Presentation: 2026 Spring Plano Citizens Government Academy Graduates will be honored.

Presented

Presentation: The Environmental Health & Sustainability Department is receiving a plaque recognizing the City of Plano's LEED for Cities GOLD designation.

Presented

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) March 23, 2026

Approved

Approval of Expenditures

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

- (b) RFB No. 2026-0114-BR for the purchase and installation of an Audio Recording and Video Display System for Courtrooms for Plano Municipal Court to ImageNet Consulting LLC in the amount of \$267,794; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2026-0211-B for Paving Improvements - Los Rios Boulevard at Plano East High School, Project No. ENG-S-00017, for the Engineering Department to Garret Shields Infrastructure, LLC in the amount of \$293,900; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2026-0127-B for 082 Justice Center Security Improvements, Project No. FAC-F-00157, for the Engineering Department to JonesCo General Contractors, LLC in the amount of \$801,596; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (e) To approve the purchase of Bunker Gear for a four (4) year contract with two (2) one-year City optional renewals for Fire-Rescue in the estimated annual amount of \$399,990 from MES Service Company, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 010424-MES) **Approved**

- (f) To approve the purchase of seven (7) Midsize Pickup Trucks in the amount of \$251,554 from Silsbee Toyota through an existing contract; and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 240901) **Approved**
- (g) To approve the purchase of five (5) Ford F550 Ambulance Chassis for Plano Fire in the estimated amount of \$298,075 from Sam Pack's Five Star Ford through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 724-23) **Approved**
- (h) To approve the purchase of wireless voice and data services for a one (1) year contract with four (4) one-year City optional renewals for Technology Solutions in the estimated total amount of \$5,500,000 from AT&T Corporation through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TELE-CTA-002) **Approved**

Approval of Contract Modification

- (i) To approve a contract modification to extend the current contract by one (1) year through December 31, 2027 and increase the current awarded contract amount of \$8,289,133 by \$2,493,811 for a total contract amount of \$10,782,944 for Ancillary Benefits and Services from American United Life Insurance Company (OneAmerica) for Human Resources; and authorizing the City Manager to execute all necessary documents. (Contract No. 2019-0141-C; Modification No. 2) **Approved**
- (j) To approve an increase to the current awarded amount of \$650,000 by \$162,000 for a total contract amount of \$812,000 for Ready Mix Portland Cement Concrete from Amrize South Central Inc. and Smyrna Ready Mix Concrete, LLC for Public Works; and authorizing the City Manager to execute all the necessary documents. (Contract No. 2023-0008-AC; Modification No. 1) **Approved**

Adoption of Resolutions

- (k) To approve a contract with the Texas Department of Housing and Community Affairs in an amount not to exceed \$121,118 for the Homeless Housing and Services Program under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; providing an effective date; and authorizing the City Manager to execute all necessary documents. **Adopted Resolution No. 2026-4-1(R)**
- (l) To approve a contract with the Texas Department of Housing and Community Affairs in a total amount not to exceed \$37,516 for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; providing an effective date; and authorizing the City Manager to execute all necessary documents. **Adopted Resolution No. 2026-4-2(R)**

- (m) To authorize the filing of application for federal funds in an amount not to exceed \$165,000 under the Fiscal Year 2026 Urban Area Security Initiative 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; declaring the Senior Accountant as the Financial Officer; and declaring an effective date. **Adopted Resolution No. 2026-4-3(R)**
- (n) To approve the hiring of Katherine Miller as Senior Assistant City Attorney/Chief Prosecutor by the City Attorney; and providing an effective date. **Adopted Resolution No. 2026-4-4(R)**

Adoption of Ordinances

- (o) To determine the public use, need and necessity for the acquisition of the fee or easement interest in the properties as described in the attached Exhibit "A" located generally at the intersections of State Highway 121 and Custer Road and Central Expressway and 15th Street in the City of Plano, Collin County, Texas; for the purpose of the construction, reconstruction and maintenance of roadways and related public improvements for the Diamond Intersection Safety Improvements - CMAQ project; authorizing the City Manager and the City Attorney, or their respective designees to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file proceedings in eminent domain to condemn the needed real property for public use, if necessary, and providing an effective date. **Adopted Ordinance No. 2026-4-5**
- (p) To adopt and enact Supplement No. 155 to the Code of Ordinances for the City of Plano; providing for an amendment to certain sections of the Code; and providing an effective date. **Adopted Ordinance No. 2026-4-6**
- (q) To authorize the issuance of "City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2026"; levying a continuing direct annual ad valorem tax for the payment of said Bonds, resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds; and delegating matters relating to the sale and issuance of said Bonds to an authorized City Official; and providing a severability clause and an effective date. **Adopted Ordinance No. 2026-4-7**
- (r) To authorize the issuance of "City of Plano, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2026"; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds, and delegating matters relating to the sale and issuance of said Bonds to an authorized City Official. **Adopted Ordinance No. 2026-4-8**
- (s) To authorize the issuance of "City of Plano, Texas, Waterworks & Sewer System Revenue Refunding Bonds, Series 2026"; pledging the net revenues of the City's combined waterworks and sewer system to the payment of the principal of and interest on said Bonds; resolving other matters incident and related to the issuance, payment, security, sale and delivery of said Bonds, including establishing parameters and delegating matters to certain City officials; and providing a severability clause and an effective date. **Adopted Ordinance No. 2026-4-9**

- (t) To amend Section 12-73(d), Same — Specific zones, of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, to establish school zones on Plano Parkway at Feathering Way and on Ridgeview Drive at Presidio Lane, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2026-4-10**
- (u) To amend Section 12-73.1(d), School zones designated, of Section 12-73.1, Same – Specific zones – Summer school, of Article IV, Speed, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to amend school zones for summer school sessions within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2026-4-11**

ITEMS FOR INDIVIDUAL CONSIDERATION:

Public Hearing Items:

Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The Presiding Officer may amend these times as deemed necessary.

Non-Public Hearing Items:

The Presiding Officer will permit public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order requests are received until the cumulative time is exhausted.

- (1) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2025-013 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-189-Retail/General Office on 113.9 acres of land located at the southeast corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas, to add independent living facility as a permitted use with modified development standards for maximum number of units, additional height, reduced setbacks, and increased landscape edges; the additional permitted use being limited to a specific 6.3 acre lot at the southwest corner of Park Boulevard and Ohio Drive; presently zoned as Planned Development-189-Retail/General Office with Specific Use Permits No. 229 for Private Club – Preston Park, Ltd. and Patrizio’s Restaurants, No. 455 for Day Care Center, No. 601 for Public Storage/Mini-warehouse, No. 649 for Private Club, and located within the Preston Road Overlay District; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioner: CRICQ Plano Trust **Conducted and adopted Ordinance No. 2026-4-12 with amendments**

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.

The City of Plano encourages participation from all citizens. The Plano Municipal Center has accessible restroom facilities, drinking fountains, and power assist entrance doors. The facility is easily accessed from public sidewalks and parking areas. Designated accessible parking is available on the north and south sides of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. 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: 4/13/2026

DEPARTMENT: City Secretary

DIRECTOR: Lisa Henderson, City Secretary

This City Council Meeting will be held in person in the Senator Florence Shapiro Council Chambers. A quorum of the City Council, including the presiding officer, will participate in person. The facility will be open to members of the public.

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

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RECOMMENDED ACTION: Location Link



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Proclamations
DIRECTOR: Andrew Fortune, Director of Policy & Government Relations
AGENDA ITEM: April is National Child Abuse Prevention Month
RECOMMENDED ACTION: Proclamations and Special Recognition

ITEM SUMMARY

Proclamation: April is National Child Abuse Prevention Month
Presented



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Proclamations
DIRECTOR: Andrew Fortune, Director of Policy & Government Relations
AGENDA ITEM: 2026 Spring Plano Citizens Government Academy Graduates will be honored
RECOMMENDED ACTION: Proclamations and Special Recognition

ITEM SUMMARY

Presentation: 2026 Spring Plano Citizens Government Academy Graduates will be honored.

Presented



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026

DEPARTMENT: Proclamations

DIRECTOR: Andrew Fortune, Director of Policy & Government Relations

AGENDA ITEM: Environmental Health & Sustainability is receiving a plaque recognizing Plano's LEED for Cities GOLD designation and will show a short video.

RECOMMENDED ACTION: Proclamations and Special Recognition

ITEM SUMMARY

Presentation: The Environmental Health & Sustainability Department is receiving a plaque recognizing the City of Plano's LEED for Cities GOLD designation.

Presented



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Approval of Minutes
RECOMMENDED ACTION: Approval of Minutes

ITEM SUMMARY

March 23, 2026

Approved

ATTACHMENTS:

Description	Upload Date	Type
Preliminary Open Meeting Minutes	4/6/2026	Minutes
Regular Meeting Minutes	4/6/2026	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
March 23, 2026**

COUNCIL MEMBERS PRESENT

John B. Muns, Mayor
Maria Tu, Mayor Pro Tem
Rick Horne, Deputy Mayor Pro Tem
Bob Kehr
Chris Krupa Downs
Steve Lavine
Shun Thomas
Vidal Quintanilla, Jr.

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
LaShon Ross, Deputy City Manager
Doug McDonald, Deputy City Manager
Jeff Moberly, Assistant City Manager
Curtis Howard, Assistant City Manager
Michelle D'Andrea, Deputy City Attorney
Lisa C. Henderson, City Secretary

Mayor Muns called the meeting to order at 5:00 p.m., Monday, March 23, 2026, in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue and via videoconference. A quorum was present.

Mayor Muns stated the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney to receive Legal Advice and Litigation, Section 551.071; and discuss Economic Development matters, Section 551.087; 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 5:08 p.m.

Mayor Muns reconvened the meeting back into the Preliminary Open Meeting at 6:04 p.m.

- **Consideration and action resulting from Executive Session discussion**
- **Five-Year Financial Forecast Presentation**
- **Departmental Overview - Public Works, Fleet, Environmental Waste Services & Compost**
- **Consent and Regular Agendas**
Consent Agenda Items "A," "C," and "I" were pulled for individual consideration by citizens.
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting adjourned at 6:42 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

**PLANO CITY COUNCIL
REGULAR MINUTES
March 23, 2026**

COUNCIL MEMBERS PRESENT

John B. Muns, Mayor
Maria Tu, Mayor Pro Tem
Rick Horne, Deputy Mayor Pro Tem
Bob Kehr
Chris Krupa Downs
Steve Lavine
Shun Thomas
Vidal Quintanilla, Jr.

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
LaShon Ross, Deputy City Manager
Doug McDonald, Deputy City Manager
Jeff Moberly, Assistant City Manager
Curtis Howard, Assistant City Manager
Michelle D'Andrea, City Attorney
Lisa C. Henderson, City Secretary

Mayor Muns convened the Council into the Regular Session on Monday, March 23, 2026, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue and via videoconference. A quorum was present.

Invocation and Pledge

President Greg Christensen - Plano Texas Stake of the Church of Jesus Christ of Latter-day Saints led the invocation and Pack 2008 led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Proclamation: April is National Volunteer Month, and we celebrate and acknowledge the generous contributions of our volunteers.

Consent Agenda

MOTION: Upon a motion made by Councilmember Kehr and seconded by Mayor Pro Tem Tu, the Council voted 8-0 to approve all items on the Consent Agenda, except Consent Agenda Items "A", "C" and "T"; as follows:

Approval of Expenditures

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

RFB No. 2026-0085-B for Tejas Park Renovation 7565, Project No. PKR-P-00013, for the Parks and Recreation Department to Roeschco Construction, LLC in the amount of \$2,297,028; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Purchase from an Existing Contract

To approve the purchase of NextGen Endpoint Security Solution (CrowdStrike) for a five (5) year agreement for Technology Solutions in the estimated total amount of \$999,520 from GTS Technology Solutions, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-CPO-4920) (Consent Agenda Item “D”)

Approval of Change Order

To approve a decrease to the awarded contract amount of \$3,994,650 by \$577,598 for a total contract amount of \$3,417,052 for Arterial Concrete Repair Legacy Drive – Coit Road to Custer Road, Project No. PW-S-00026, from XIT Paving and Construction Inc. for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2024-0026-B; Change Order No. 1) (Consent Agenda Item “E”)

To approve an increase to the awarded contract amount of \$3,034,650 by \$413,789 for a total contract amount of \$3,448,439 for Residential Concrete Pavement Repair Zone P3 South, Project No. PW-S-00061, from Austin Raymond Construction, LLC dba Texas Civil Construction for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2024-0660-B; Change Order No. 1) (Consent Agenda Item “F”)

Approval of Expenditure

To approve an expenditure for engineering professional services for Chloramine Boosting at Tennyson and Jupiter ESTs, Project No. PW-W-00010, in the amount of \$232,400 from Garver, LLC for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

To approve an expenditure for SCADA System Upgrades in the amount of \$531,000 from RLC Controls, Inc. for Public Works; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Approval of Contract / Agreement

To approve an Interlocal Agreement with North Texas Municipal Water District for reimbursement in the amount of \$80,538 for additional work associated with Arbor Hills Nature Preserve Erosion Control, Pedestrian Bridge, Project No. PKR-D-00003; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

Adoption of Resolutions

Resolution No. 2026-3-5(R): To authorize continued participation and membership in the Atmos Cities Steering Committee; authorizing the payment of four cents (\$0.04) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation, Mid-Tex Division; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2026-3-6(R): To authorize continued participation and membership in the Steering Committee of Cities Served by Oncor; authorizing the payment of ten cents (\$0.10) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date. (Consent Agenda Item “L”)

Adoption of Ordinances

Ordinance No. 2026-3-7: To amend Section 16-19, Fees for Zoning, Land Development, and Other Miscellaneous Fees, of Article II, Fees Generally, of Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano to add a fee waiver for certain governmental bodies and update the Notice Fee; and providing a repealer clause, a severability clause, a savings clause, and an effective date. (Consent Agenda Item “M”)

End of Consent

Approval of March 9, 2026, Minutes
(Consent Agenda Item “A”)

Embher Chaffin spoke to the March 9, 2026, Minutes.

MOTION: Upon a motion made by Mayor Pro Tem Tu and seconded by Deputy Mayor Pro Tem Horne, the Council voted 8-0 to approve the March 9, 2026, Minutes.

To ratify the purchase of expedited pool repairs for the Parks & Recreation Department in the estimated amount of \$156,000 from Sunbelt Pools, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 701-23) (Consent Agenda Item “C”)

Bill Lisle spoke to the repair of the pool not being under warranty.

MOTION: Upon a motion made by Mayor Pro Tem Tu and seconded by Deputy Mayor Pro Tem Horne, the Council voted 6-2, with Councilmembers Thomas and Quintanilla in opposition, to ratify the purchase of expedited pool repairs for the Parks & Recreation Department in the estimated amount of \$156,000 from Sunbelt Pools, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 701-23).

To approve an expenditure for engineering professional services for Parkwood Boulevard Pedestrian Bridge, Project No. ENG-S-00029, in the amount of \$185,250 from Kimley-Horn and Associates, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Corey Reinaker spoke to the expenditure.

MOTION: Upon a motion made by Mayor Pro Tem Tu and seconded by Deputy Mayor Pro Tem Horne, the Council voted 8-0 to approve an expenditure for engineering professional services for Parkwood Boulevard Pedestrian Bridge, Project No. ENG-S-00029, in the amount of \$185,250 from Kimley-Horn and Associates, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents.

Public Hearing and adoption of Ordinance No. 2026-3-8 as requested in Zoning Case 2025-003 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to expand and amend Urban Mixed-Use-1 on 160.4 acres of land located at the southeast corner of Plano Parkway and Custer Road in the City of Plano, Collin County, Texas, for the following changes: to expand the district by rezoning 4.1 acres from Light Industrial-1 to Urban Mixed-Use-1; to modify the required mix of uses; to allow outdoor commercial amusement, additional multifamily residence units, and single-family attached units on certain blocks of the development plan; and to modify other development standards for the district; presently zoned Urban Mixed-Use-1 and Light Industrial-1 and located within the 190 Tollway/Plano Parkway and Expressway Corridor Overlay Districts; 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: Rosewood Property Company (Regular Item “1”)

Mayor Muns opened the public hearing. Tim Harris and Bill Dahlstrom spoke to the project. Bill Lisle spoke to the need for a buffer between light industrial and residential. Mayor Muns closed the public hearing. Council approved with the following amendments: (1) Phasing – non-residential space in Blocks A2, A3, A4, A5, C, L, and M must be completed prior to the issuance of a Certificate of Occupancy for multifamily use in Block F; and (2) Air Intake – must be from the north or the interior for Block F and from the east or the north for Block A2.

MOTION: Upon a motion made by Councilmember Lavine and seconded by Mayor Muns, the Council voted 5-2-1, with Councilmembers Thomas and Quintanilla in opposition and Mayor Pro Tem Tu abstaining, to expand and amend Urban Mixed-Use-1 on 160.4 acres of land located at the southeast corner of Plano Parkway and Custer Road in the City of Plano, Collin County, Texas, for the following changes: to expand the district by rezoning 4.1 acres from Light Industrial-1 to Urban Mixed-Use-1; to modify the required mix of uses; to allow outdoor commercial amusement, additional multifamily residence units, and single-family attached units on certain blocks of the development plan; and to modify other development standards for the district; presently zoned Urban Mixed-Use-1 and Light Industrial-1 and located within the 190 Tollway/Plano Parkway and Expressway Corridor Overlay Districts; directing a change accordingly in the official zoning map of the City; as requested in Zoning Case No. 2025-003; as amended above; and further to adopt Ordinance No. 2026-3-8.

With no further discussion, the Regular City Council Meeting adjourned at 8:44 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Municipal Court
DIRECTOR: Paul McNulty, Chief Municipal Judge
AGENDA ITEM: RFB No. 2026-0114-BR Audio Recording and Video Display System for Courtrooms
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFB No. 2026-0114-BR for the purchase and installation of an Audio Recording and Video Display System for Courtrooms for Plano Municipal Court to ImageNet Consulting LLC in the amount of \$267,794; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The project is for the replacement of the audio/visual components in each of the Courtrooms located in the Raymond Robinson Justice Center. The audio/visual systems are intended to be operational all hours that the Courtrooms are in use and open to the public. The audio/visual systems are intended to be operated by Court personnel, judges, prosecutorial personnel, and defendants choosing to schedule their cases for trial.

This award results from a competitive low bid. The City received a total of nine (9) bids from ImageNet Consulting LLC, Troxell Communications, Inc., Designs that Compute, Inc., dba Visionality, Infinity Sound, CTI (Conference Technologies, Inc.), ElectricalLink, Inc., Data Projections, Inc., Argent Associates, Inc., and Communication Concepts. The recommendation is to award this bid to ImageNet Consulting LLC as submitting the lowest responsive and responsible bid.

This project will be for a one-time installation of audio/visual equipment for two (2) courtrooms located at the Raymond Robinson Justice Center. The AV system design cost is \$24,800; cost to provide equipment and programming is \$267,794; supporting facilities work (electrical and structural) is estimated at \$50,000; bringing the estimated total cost of this project to \$342,594.

Failure to award this contract will result in the continued operation of seriously outdated and malfunctioning audio/visual equipment in each courtroom, significantly impacting the ability to effectively and efficiently record trial and other courtroom proceedings in violation of both Texas and United States Constitutional mandates. This would expose the Court to significant liability in the event that proceedings are not effectively and completely recorded. The Court has experienced several incidents in which trials were not completely recorded, resulting in retrials and dismissals of cases.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item in the amount of \$267,794 is available in the Municipal Court Technology Fund for the purchase and installation of an Audio Recording and Video Display System for Courtrooms for Plano Municipal Court.

Approval of this contract aligns with the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Courtroom AV Bid Recap	3/10/2026	Bid Recap

City of Plano
RFB No. 2026-0114-BR
Audio Recording and Video Display System for Courtrooms
RFB Recap

Opening Date/Time: February 11, 2026 at 2 PM
Number of Vendors Notified: 1023
Number of Bids Received 9

Vendor	Price
ImageNet Consulting LLC	\$ 267,794.47
Troxell Communications, Inc.	\$ 277,967.08
Designs that Compute, Inc., dba Visionality	\$ 292,047.55
Infinity Sound	\$ 294,414.00
CTI (Conference Technologies, Inc.)	\$ 302,750.00
ElectraLink Inc.	\$ 315,594.80
Data Projections, Inc.	\$ 329,386.65
Argent Associates, Inc.	\$ 334,252.24
Communication Concepts	\$ 396,509.00

AWARD RECOMMENDATION

ImageNet Consulting LLC	\$ 267,794.47
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CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Engineering-CIP
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Award of bid for Paving Improvements - Los Rios Boulevard at Plano East High School, Project No. ENG-S-00017.
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFB No. 2026-0211-B for Paving Improvements - Los Rios Boulevard at Plano East High School, Project No. ENG-S-00017, for the Engineering Department to Garret Shields Infrastructure, LLC in the amount of \$293,900; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Engineering Department opened bids on February 19, 2026 for the Paving Improvements - Los Rios Boulevard at Plano East High School, Project No. ENG-S-00017. This project includes modifications to the existing median openings in both the northbound and southbound lanes along Los Rios Blvd. at Plano East Senior High School. The proposed median improvements will provide controlled ingress and egress access to the school’s parking lot and enhance safety for students, parents, and motorists while improving overall corridor operations.

The lowest responsive and responsible bid was submitted by Garret Shields Infrastructure, LLC in the amount of \$293,900. There were a total of 2,751 vendors notified of this project. Twenty-one complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, the median along Los Rios Boulevard will not be modified to match the school’s updated site layout. As a result, some existing openings will no longer serve a purpose while others will not align with new driveways, leading to inefficient circulation and potential safety concerns.

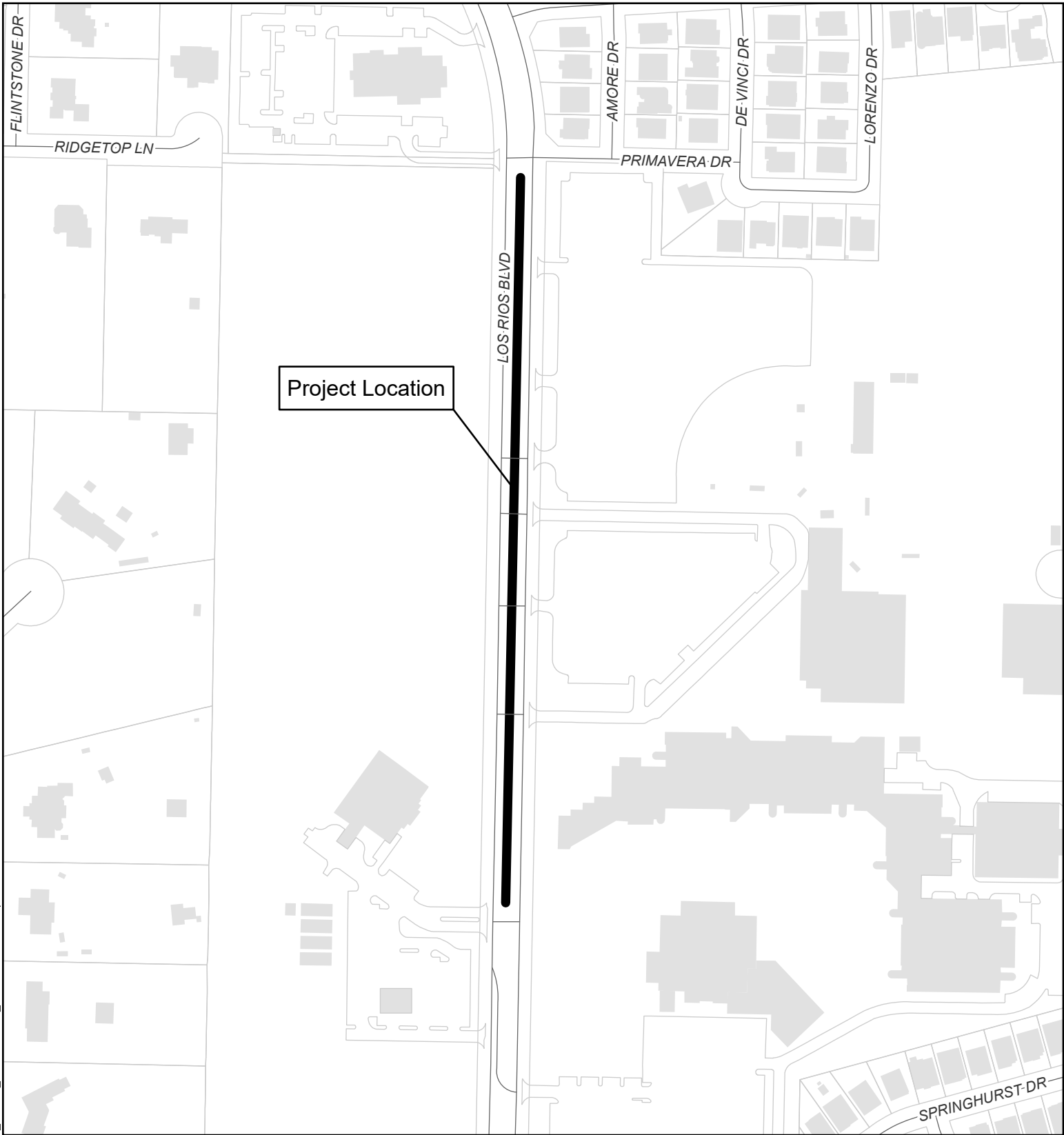
FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is budgeted in the 2025-26 Street Improvements CIP. Construction services for the Paving Improvements - Los Rios Boulevard at Plano East High School project in the total amount of \$293,900 will leave a balance of \$146,592 for future expenditures.

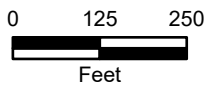
Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Location Map	2/27/2026	Map
Bid Recap	3/27/2026	Bid Recap



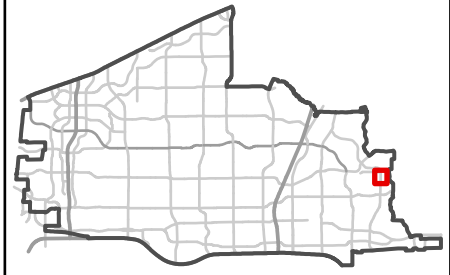
Project Location



Project ENG-S-00017

Paving Improvements - Los Rios Boulevard at Plano East High School

Project Location



mshaw Z:\BI-GIS\Projects\Engineering\2024\2024-09-27_Locator_ENG-S-00017_MS\ENG-S-00017.aprx

CITY OF PLANO

RFB CIP

Bid No. 2026-0211-B

Paving Improvements - Los Rios Boulevard at Plano East High School

Project No. ENG-S-00017

Bid Recap

<u>Bid Opening Date/Time:</u>	Thursday, February 19, 2026 @ 2:00 PM
<u>Number of Vendors Notified:</u>	2,751
<u>Vendors Submitting "No Bids":</u>	9
<u>Number of Non-Responsive Bids Submitted:</u>	1
<u>Number of Responsive Bids Submitted:</u>	21

<u>Vendor:</u>		<u>Total Bid:</u>
Garret Shields Infrastructure, LLC	\$	293,900.00
Jim Bowman Construction Company	\$	359,897.00
A&D Paving LLC	\$	362,753.05
La Banda	\$	366,740.00
Xit Paving and Construction, Inc.	\$	376,212.00
Don Smith Concrete	\$	391,579.45
Perfect General Contractors, LLC	\$	393,939.00
Vlex Construction, LLC	\$	395,009.00
DBA Plex Construction Group	\$	398,507.00
Alliance Construction and Concrete	\$	398,929.66
Cam-crete Contracting, Inc.	\$	400,906.00
HQS Construction, LLC	\$	426,854.00
2L Construction, LLC	\$	436,832.00
West Texas Rebar Placers, Inc.	\$	449,694.00
Wall Contractors LLC	\$	474,085.48
Tegrity Contractors, Inc.	\$	477,777.00
Pavecon Public Works, LP	\$	484,228.50
Palmer Hall Construction	\$	492,435.00
JR West Texas Concrete LLC	\$	494,437.00
CT4 Construction	\$	494,637.50
Morales Construction Enterprise	\$	558,694.50

Recommended Vendor:

Garret Shields Infrastructure, LLC	\$	293,900.00
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CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Engineering-Facilities
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: RFB No. 2026-0127-B for 082 Justice Center Security Improvements, Project No. FAC-F-00157
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFB No. 2026-0127-B for 082 Justice Center Security Improvements, Project No. FAC-F-00157, for the Engineering Department to JonesCo General Contractors, LLC in the amount of \$801,596; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Engineering Department accepted bids on January 13, 2026, for the 2026-0127-B 082 Justice Center Security Improvements, Project No. FAC-F-00157. This project will improve the lobby and entry areas of the Raymond Robinson Justice Center through enhanced safety, security, and accessibility upgrades, including ballistic hardening, improved customer screening operations, restroom renovations, and associated building finish, electrical, and HVAC improvements.

The lowest responsive and responsible bid was submitted by JonesCo General Contractors, LLC in the amount of \$801,596, which includes two options to replace the carpet and repaint walls in the West Public Lobby. There was a total of 1,653 vendors notified of this project. Seven (7) complete bids were received for the project shown in the attached bid recap.

If this project is not awarded, planned safety, accessibility, and functional improvements to the Justice Center lobby will be deferred, and the facility will continue operating with existing layout and system limitations. The proposed upgrades also support a cohesive, updated public-facing environment that can improve the user experience while helping reduce future maintenance needs.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2025-26 Capital Maintenance Fund and is planned for future years as well. Construction services for the Justice Security Improvements project in the total amount of \$801,596 will leave a balance of \$72,510 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	3/23/2026	Bid Recap

CITY OF PLANO

RFB CIP

Bid No. 2026-0127-B

082 Justice Center Security Improvements

Bid Recap

Bid Opening Date/Time: January 13,2026 @ 2:00 PM

Number of Vendors Notified: 1653

Vendors Submitting "No Bids": 7

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 7

<u>Vendor:</u>	<u>Base Bid</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Total Bid</u>
JonesCo General Contractors, LLC	\$793,000.00	\$1,023.00	\$7,573.00	\$801,596.00
MSF Hospitality	\$817,887.49	\$5,500.00	\$2,000.00	\$825,387.49
Dallas Harmony Construction, LLC	\$975,065.82	\$11,953.00	\$6,298.00	\$933,316.82
APR Group, Inc.	\$1,096,356.00	\$11,457.00	\$5,250.00	\$1,113,063.00
ICGM Group, LLC	\$1,136,351.00	\$12,500.00	\$7,500.00	\$1,156,351.00
North American Commercial Construction, LP	\$1,311,310.00	\$16,032.00	\$4,338.00	\$1,331,680.00
Real Construction Group	\$1,432,255.06	\$10,143.28	\$3,639.12	\$1,446,037.46

Recommended Vendor:

JonesCo General Contractors, LLC	\$793,000.00	\$1,023.00	\$7,573.00	\$801,596.00
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CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Fire
DIRECTOR: Chris Biggerstaff, Fire Chief
AGENDA ITEM: Purchase of Bunker Gear for Plano Fire-Rescue
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of Bunker Gear for a four (4) year contract with two (2) one-year City optional renewals for Fire-Rescue in the estimated annual amount of \$399,990 from MES Service Company, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 010424-MES) **Approved**

BACKGROUND

Structural firefighting PPE consists of a coat and trousers specially designed to protect firefighters from heat and abrasions while conducting interior firefighting operations and has a service life of ten (10) years per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

Plano Fire-Rescue's structural firefighting PPE utilization plan includes eight (8) years of frontline service and two (2) years in reserve status. The Department purchases an average of seventy-five (75) sets of structural firefighting PPE ensembles per year.

Plano Fire-Rescue recommends utilizing Sourcewell Contract No. 010424-MES in the estimated annual amount of \$399,990. The recommended cooperative contract includes an approximate 60% discount off catalog pricing. Funding is included in the department's FY25-26 budget.

Failure to award this contract would inhibit the Department from outfitting our personnel in critical protective equipment.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Sourcewell Contract No. 010424-MES & City of Plano Contract No. 2026-0103-OA)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the FY 2025-26 Fire Equipment Replacement Fund. This item approves a four (4) year contract with two (2) additional one (1) year optional renewals for the purchase of approximately one hundred (100) sets of structural firefighting PPE ensembles, in the estimated amount of \$399,990, per year of the contract.

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Fleet Services
DIRECTOR: Abby Owens, Director of Public Works
AGENDA ITEM: Purchase of seven (7) Midsize Pickup Trucks
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of seven (7) Midsize Pickup Trucks in the amount of \$251,554 from Silsbee Toyota through an existing contract; and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 240901) **Approved**

BACKGROUND

It is the recommendation of Fleet Services to purchase seven (7) Midsize Pickup Trucks in the amount of \$251,554 from Silsbee Toyota through TIPS Contract No. 240901. Fleet Services has reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

Six (6) are scheduled replacements from Capital Outlay FY25-26 for units 10310 and 15603 in Utility Compliance, units 16302 and 09383 in Engineering, unit 15345 in Streets, unit 17315 in Pumping Facilities. One (1) is an early replacement from Capital Outlay FY26-27 for unit 15606 in Utility Compliance due to unforeseen mechanical issues.

The purchase of these units are necessary for the following reasons:

1. These units are essential to this department's daily operations and are required to maintain current service levels.
2. The old units are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value.

Based on these criteria, Fleet Services recommends the replacement of the above units. If these units are not replaced, we will incur additional maintenance costs, and the salvage value will be greatly depreciated. In addition, the older, aging units will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TIPS Contract No. 240901 and City of Plano Contract No. 2026-0262-O)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funds are available in the FY 2025-26 Equipment Replacement Fund budget to purchase seven (7) Midsize Pickup Trucks in the total amount of \$251,554 from Silsbee Toyota. These are scheduled replacements for units 10310 and 15603 in Utility Compliance, units 16302 and 09383 in Engineering, unit 15345 in Streets, unit 17315 in Pumping Facilities, and an early replacement from Capital Outlay FY 2026-

27 for unit 15606 in Utility Compliance. The combined purchase amount is \$251,554 and the total budgeted amount for these items was \$266,000. The remaining balance of \$14,446 will be used for other Fleet and Equipment Replacement purchases.

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

ATTACHMENTS:

Description	Upload Date	Type
Picture	3/17/2026	Attachment
Cooperative Quote Recap	3/27/2026	Cooperative Quote Recap



**CITY OF PLANO
SOLICITATION NO. 2026-0262-O
SEVEN (7) MIDSIZE PICKUP TRUCKS
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: 3

Number of Responsive Quotes Received: 1

Number of non-responsive: 2

Silsbee Toyota., via TIPS Contract No. 240901

Seven (7) Mid-Sized 2027 Toyota Tacoma 2WD Extra Cab Pickup Trucks \$251,553.75

Recommended Vendor:

Silsbee Toyota., via TIPS Contract No. 240901

Seven (7) Mid-Sized 2027 Toyota Tacoma 2WD Extra Cab Pickup Trucks \$251,553.75



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Fleet Services
DIRECTOR: Abby Owens, Director of Public Works
AGENDA ITEM: Purchase of five (5) Ford F550 Ambulance Chassis
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of five (5) Ford F550 Ambulance Chassis for Plano Fire in the estimated amount of \$298,075 from Sam Pack's Five Star Ford through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 724-23) **Approved**

BACKGROUND

It is the recommendation of Fleet Services to purchase five (5) Ford F-550 Ambulance Chassis in the amount of \$298,075 from Sam Pack's Five Star Ford through BuyBoard Contract No. 724-23. Fleet Services have reviewed multiple Cooperative Contract quotes and found these to be the best value for the City.

The five (5) Ambulance Chassis are scheduled replacements from Capital Outlay FY2025-26 in Fire-Rescue Cost Center 552. The five (5) Ambulance Chassis are replacing units 21468, 21469, 21470, 21471, and 21472.

The purchase of these units is necessary for the following reasons:

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

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract No. 724-23 and City of Plano Contract No. 2026-0261-O)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funds are available in the FY 2025-26 Equipment Replacement Fund budget to purchase five (5) Ford F-550 Ambulance Chassis in the amount of \$298,075 from Sam Pack's Five Star Ford. These units are scheduled replacements for units 21468, 21469, 21470, 21471, and 21472 in Fire-Rescue. The combined purchase amount is \$298,075 and the total budgeted amount for these items was \$240,000. The additional funds needed for this purchase, in the amount of \$58,075 are available from savings in

previous purchases in the Equipment Replacement Fund.

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

ATTACHMENTS:

Description	Upload Date	Type
Cooperative Quote Recap	3/12/2026	Cooperative Quote Recap
Picture	4/2/2026	Attachment

**CITY OF PLANO
SOLICITATION NO. 2026-0261-O
FIVE (5) 2026 NEW FORD F550 AMBULANCE CHASSIS
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: 3

Number of Quotes Received: 3

Sam Pack's Five Star Ford., via BuyBoard Contract No. 724-23

Five (5) 2026 New Ford F550 Ambulance Chassis \$298,075.00

Randall Reed's Planet Ford 635., via SAT Contract No. 25-06-1010

Five (5) 2026 New Ford F550 Ambulance Chassis \$307,985.00

Randall Reed's Planet Ford., via HGAC Contract No. VE05-24

Five (5) 2026 New Ford F550 Ambulance Chassis \$307,987.00

Recommended Vendors:

Sam Pack's Five Star Ford., via BuyBoard Contract No. 724-23

Total: \$298,075.00





CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Technology Solutions
DIRECTOR: Roger Wright, Chief Information Officer
AGENDA ITEM: Purchase of Wireless Voice and Data Services
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of wireless voice and data services for a one (1) year contract with four (4) one-year City optional renewals for Technology Solutions in the estimated total amount of \$5,500,000 from AT&T Corporation through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TELE-CTA-002) **Approved**

PREVIOUS ACTION/PRESENTATION

On March 27, 2017, Council approved the purchase of wireless voice and data services for a one (1) year contract with three (3) one-year City optional renewals for Technology Solutions from AT&T Corp. in an estimated annual amount of \$484,192.

On October 26, 2020, City Council approved an increase to the annual contract amount of \$484,192 by \$515,808, for a total estimated annual contract amount of \$1,000,000, to cover the additional services required to support expanded cellular services, to add FirstNet services, and to add five (5) one-year automatic renewals from AT&T Corp. (Contract No. 2017-0161-O; Modification No. 1)

BACKGROUND

This contract provides wireless voice and data services that support City operations requiring mobile communications, including public safety vehicle connectivity, mobile phones and tablets, irrigation controllers, traffic intersections, and other field-based applications.

The contract establishes fixed pricing for wireless services and provides access to discounted pricing for eligible devices and upgrades. It also includes access to FirstNet priority and preemption capabilities for qualifying public safety communications, when available and applicable.

The initial one (1) year contract term, with four (4) City optional one-year renewals, at an estimated annual cost of \$1,100,000.

If this award is not approved, the City may lose access to the negotiated pricing and discount structure available through the DIR cooperative contract. Any replacement services secured through an alternative procurement or service arrangement could result in less favorable pricing or contract terms.

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. (Texas Department of Information Resources Contract No. DIR-TELE-CTA-002 / City of Plano Contract No. 2026-0345-OR)

FINANCIAL SUMMARY/STRATEGIC GOALS

This item is to approve the purchase of wireless voice and data services for a one (1) year contract with four (4) one-year city optional renewals in the total estimated amount of \$5,500,000 from AT&T Corporation. The expenditures will be made in various departments within the approved budget appropriations. Funding will be available in the 2025-26 through 2030-31 Budgets in the estimated amount of \$1,100,000. All future year expenditures will occur within council approved appropriations.

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: 4/13/2026

DEPARTMENT: HR

DIRECTOR: Victoria Huynh, J.D., Director of Human Resources/Risk Management

AGENDA ITEM: Approval of contract modification to extend the City's Life and Disability Insurance Policies with OneAmerica through December 31, 2027

RECOMMENDED ACTION: Approval of Contract Modification

ITEM SUMMARY

To approve a contract modification to extend the current contract by one (1) year through December 31, 2027 and increase the current awarded contract amount of \$8,289,133 by \$2,493,811 for a total contract amount of \$10,782,944 for Ancillary Benefits and Services from American United Life Insurance Company (OneAmerica) for Human Resources; and authorizing the City Manager to execute all necessary documents. (Contract No. 2019-0141-C; Modification No. 2) **Approved**

PREVIOUS ACTION/PRESENTATION

Council previously approved Modification No. 1, an extension through December 31, 2026, on September 16, 2025.

Council previously approved the award of Contract No. 2019-0141-C for Ancillary Benefits and Services on August 12, 2019.

BACKGROUND

The City awarded a 4-year contract to OneAmerica, starting on January 1, 2020, for its life and disability policies which was approved by Council in FY 2019-20 after a Request for Proposal (RFP) process. This process combined the life and disability coverages to the same carrier to better manage the waiver of premium process for individuals who become disabled. Previously, the life and disability policies were with two different insurance carriers. The City also added short-term disability as a voluntary line of coverage which was a new benefit introduced in 2020.

In February 2023, the City entered a professional services contract for the outsourcing of leave administration through the Family Medical Leave Act (FMLA) and Americans with Disabilities Act (ADA) with a company that was integrated with OneAmerica to ensure a smooth process for employees navigating the FMLA/ADA process, as well as potentially with a disability claim. It is important to note that the vendors who handle the three respective areas: Life insurance, Disability and FMLA outsourcing should be integrated. As a result, and due to the recent implementation of leave administration outsourcing to FMLASource, the City extended its life and disability policies with OneAmerica through 2026.

In 2026, the City transitioned to a new benefit consultant. The new consultant will assist the City with developing and issuing an RFP for its life and disability insurance coverages with the intent to issue the RFP in the fall of 2026 for a new contract effective January 1, 2028. As a result, the City is extending its life and disability policies with OneAmerica through December 31, 2027, to allow sufficient time to complete the RFP process and transition to a new carrier if warranted.

Failure to award this contract will result in a disruption of the process for employees navigating the FMLA/ADA process, as well as the disability claim process, loss of life and accidental death and dismemberment benefits, and long-term disability salary protection to employees and retirees, as well as an employee assistance program for employees and their families.

Traditional Life and AD&D is funded through the various cost centers which are associated with full-time employees. Retiree life is funded through the City's Other Post-Employment Benefits Trust. Voluntary Life is funded by the employees. Basic long-term disability is funded through the various cost centers which are associated with full-time employees whereas buy up long-term disability and short term disability are funded by the employees. The amounts to approve beyond the original contract term are estimated as follows:

Account	Coverage Line	2025 Actual Total	2026 Estimated Total	2027 Estimated Total
077.2210	Traditional Life	1,283,041	1,331,296	1,397,861
091.6125	Traditional Term Life - retirees	37,309	38,613	40,544
077.2210	Traditional Term AD&D	136,816	140,630	147,662
077.2208	Long Term Disability - Core	116,919	120,147	126,154
077.2208	Long Term Disability - 50% Plus	10,854	10,907	11,452
077.2208	Long Term Disability - 60% Plus	160,547	164,421	172,642
077.2216	Voluntary Life	201,115	205,275	215,539
077.2208	Worksite Short Term Disability	354,988	363,769	381,957
		2,305,881	2,375,058	2,493,811

FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves a contract extension for the City's life and disability insurance policies with OneAmerica through December 31, 2027. The total estimated cost for the extension in future years is \$2,493,811 (\$1,870,358 in FY 2026-27 & \$623,453 in FY 2027-28). Funding for this contract is spread across all city funds that pay for employee salary and benefits and will be captured in the annual budget appropriation of each future fiscal year.

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Public Works-Operations
DIRECTOR: Abby Owens, Director of Public Works
AGENDA ITEM: To approve an increase to the current awarded contract in the amount of \$162,000 for Ready Mix Portland Cement Concrete
RECOMMENDED ACTION: Approval of Contract Modification

ITEM SUMMARY

To approve an increase to the current awarded amount of \$650,000 by \$162,000 for a total contract amount of \$812,000 for Ready Mix Portland Cement Concrete from Amrize South Central Inc. and Smyrna Ready Mix Concrete, LLC for Public Works; and authorizing the City Manager to execute all the necessary documents. (Contract No. 2023-0008-AC; Modification No. 1) **Approved**

PREVIOUS ACTION/PRESENTATION

On January 23, 2023, City Council awarded a bid in the amount of \$650,000 for Ready Mix Portland Cement Concrete to Holcim-SOR, Inc. and Redi-Mix Concrete, LLC.

BACKGROUND

Public Works recommends an increase of \$162,000 to the existing Portland Cement Concrete contract to both the remainder of the existing contract term, as well as to the final renewal year of this contract in anticipation of increased quantity purchases for street, alley and sidewalk repairs. The existing contract allows Public Works to purchase concrete from either Amrize South Central Inc. and Smyrna Ready Mix Concrete, LLC.

An assignment agreement was executed on April 5, 2024, to change the name of Redi-Mix, LLC to Smyrna Ready Mix Concrete, LLC. This modification will also change the name of Holcim- SOR, Inc. to Amrize South Central Inc.

Public Works in-house concrete repair crews were realigned last year to optimize workflows and processing of requests for street, alley, and sidewalk repairs. This new approach has led to increased production resulting in additional concrete spending requiring an increase to the contract amount.

If the additional funding is not awarded by City Council, Public Works in-house may have to limit their production in addressing concrete repair requests each fiscal year due to the lack of approved contracted funding.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2025-26 Capital Maintenance Fund and is planned for future years as well. An increase to the existing contract for concrete supply in the total amount of \$324,000 will leave a balance of \$930,787 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.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Community Services
DIRECTOR: Curtis Howard, Director of Neighborhood Services
AGENDA ITEM: A contract with the Texas Department of Housing and Community Affairs for the Homeless Housing and Services Program
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To approve a contract with the Texas Department of Housing and Community Affairs in an amount not to exceed \$121,118 for the Homeless Housing and Services Program under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; providing an effective date; and authorizing the City Manager to execute all necessary documents. **Adopted Resolution No. 2026-4-1(R)**

BACKGROUND

Texas Government Code §2306.2585 allocates State general funds in the form of the Homeless Housing and Services Program (HHSP) to any municipality with a population of 285,000 or more, per the 1 Year American Community Survey data. These funds are appropriated annually by the legislature using a formula allocation. These funds may be used for construction, development, or procurement of housing for homeless persons; rehabilitation of structures targeted to serving homeless persons or persons at risk of homelessness; provision of direct services and case management to homeless persons or persons at risk of homelessness; or, other homelessness-related activity as approved by the Texas Department of Housing and Community Affairs (TDHCA). Youth Set-Aside funds must be used for youth-headed households, ages 18-24, who are homeless or at risk of homelessness. The City of Plano is one of nine cities that receive HHSP funds. Eligible cities may choose whether to receive the funds directly or give their entitlement allocation to a nonprofit entity to serve as the direct funding recipient with TDHCA.

The City of Plano became an HHSP recipient on September 1, 2018. The funds are used to provide a Rapid Rehousing Program to Plano's homeless residents and those that became homeless while living in Plano. Using a competitive Request for Proposals process, the Salvation Army Plano location was selected to administer the Rapid Rehousing Program. The program provides financial assistance and case management support to assist Plano's homeless with obtaining affordable rental housing within Plano city limits. Program participants can receive assistance with security and utility deposits, payment of rental arrears, rental assistance, case management, and payment of essential services as needed, such as transportation or childcare.

Since the program's inception, the program has assisted 204 individuals obtain housing. As participants exit the program, Salvation Army tracks housing retention to measure program success. To date, 101 people have maintained their housing at least three months after exiting the program.

TDHCA reimburses the City for expenditures, and the City must report monthly on the status of the funds

through the State's online contracting system. Any funds remaining at the end of the fiscal year are returned to the State's general fund.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves a contract with the Texas Department of Housing and Community Affairs for the Homeless Housing and Services Program under Texas Government Code §2306.2585. The total amount to be received in FY 2025-26 and FY2026-27 is not to exceed \$121,118.

Authorizing approval of this item relates to the City's Strategic Plan Critical Success Factor of Welcoming and Engaged Community and Safe, Vibrant Neighborhoods.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/2/2026	Resolution

A Resolution of the City of Plano, Texas, approving a contract with the Texas Department of Housing and Community Affairs in an amount not to exceed \$121,118 for the Homeless Housing and Services Program under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; providing an effective date; and authorizing the City Manager to execute all necessary documents.

WHEREAS, the City of Plano (the “City”) is eligible to receive funds under the Homeless Housing and Services Program from the Texas Department of Housing and Community Affairs (the “Department”) in the amount not to exceed \$121,118 based on the 2026-27 Texas Department of Housing and Community Affairs allocations for eligible cities; and

WHEREAS, the City wishes to enter into a contract with the Department in an amount not to exceed \$121,118 for the Homeless Housing and Services Program under Texas Government Code §2306.2585 for construction, development or procurement of housing for homeless persons; rehabilitation of structures targeted to serving homeless persons or persons at-risk of homelessness; provision of direct services and case management to homeless persons or persons at-risk of homelessness; or, other homelessness-related activity as approved by the Department; and

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

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

Section I. The City Manager, or his authorized designee, is hereby authorized to enter into a contract with the Department in the amount of up to \$121,118 for Homeless Housing and Services Program funds under Section 2306.2585 of the Texas Government Code, on behalf of the City for the purpose of construction, development or procurement of housing for homeless persons; rehabilitation of structures targeted to serving homeless persons or persons at-risk of homelessness; provision of direct services and case management to homeless persons or persons at-risk of homelessness; or, other homelessness-related activity as approved by the Department; and to provide assurances, act in connection with the contract, and provide information as may be required. The City shall allocate a minimum of ninety-five percent (95%) of all funds received from the Department to a local non-profit organization or organizations that will act as the subrecipient(s) to administer the funds in accordance with the ascribed purposes in this section.

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

Section III. The City Manager or his authorized designee is authorized to execute all necessary documents, including subrecipient agreements and any additional contracts, including amendments, to extend the contract or accept additional funds from the Department to implement the Homeless Housing and Services Program under Section 2306.2585 of the Texas Government Code.

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

PASSED AND APPROVED on the 13th day of April, 2026.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Community Services
DIRECTOR: Curtis Howard, Director of Neighborhood Services
AGENDA ITEM: A contract with the Texas Department of Housing and Community Affairs for the Homeless Housing and Services Program Youth Set-Aside
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To approve a contract with the Texas Department of Housing and Community Affairs in a total amount not to exceed \$37,516 for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; providing an effective date; and authorizing the City Manager to execute all necessary documents. **Adopted Resolution No. 2026-4-2(R)**

BACKGROUND

The City of Plano became a Homeless Housing and Services Program (HHSP) recipient on September 1, 2018. The City receives General HHSP funds and HHSP Youth Set-Aside funds. The funds are used to provide a Rapid Rehousing Program to Plano's homeless residents and those that became homeless while living in Plano. Using a competitive Request for Proposals process, the Salvation Army Plano location was selected to administer the Rapid Rehousing Program. The program provides financial assistance and case management support to assist Plano's homeless youth population with obtaining affordable rental housing within Plano city limits.

Since the program's inception, the overall HHSP program has helped 204 individuals obtain housing; 30 of which were youth. As participants exit the program, Salvation Army tracks housing retention to measure program success. To date, 101 people have maintained housing for at least three months after exiting the program; 18 of which were youth.

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

FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves a contract with the Texas Department of Housing and Community Affairs for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585. The total amount to be received in FY 2025-26 and FY2026-27 is not to exceed \$37,516.

Authorizing approval of this item relates to the City's Strategic Plan Critical Success Factor of Welcoming and Engaged Community and Safe, Vibrant Neighborhoods.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/2/2026	Resolution

A Resolution of the City of Plano, Texas, approving a contract with the Texas Department of Housing and Community Affairs in a total amount not to exceed \$37,516 for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; providing an effective date; and authorizing the City Manager to execute all necessary documents.

WHEREAS, the City of Plano (the “City”) is eligible to receive funds under the Homeless Housing and Services Program Youth Set-Aside from the Texas Department of Housing and Community Affairs (the “Department”) in the total amount of \$37,516 based on the 2026-27 Texas Department of Housing and Community Affairs allocations for eligible cities; and

WHEREAS, the City wishes to enter into a contract with the Department in an amount not to exceed \$37,516 for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585 for construction, development or procurement of housing for homeless youth; rehabilitation of structures targeted to serving homeless youth or youth at-risk of homelessness; provision of direct services and case management to homeless youth or youth at-risk of homelessness; or, other homelessness-related activity serving youth as approved by the Department; and

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

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

Section I. The City Manager, or his authorized designee, is hereby authorized to enter into a contract with the Department in the total amount of up to \$37,516 for Homeless Housing and Services Program Youth Set-Aside funds under Section 2306.2585 of the Texas Government Code, on behalf of the City for the purpose of construction, development or procurement of housing for homeless youth; rehabilitation of structures targeted to serving homeless youth or youth at-risk of homelessness; provision of direct services and case management to homeless youth or youth at-risk of homelessness; or, other homelessness-related activity serving youth as approved by the Department; and to provide assurances, act in connection with the contract, and provide information as may be required. The City shall allocate a minimum of ninety-five percent (95%) of all funds received from the Department to a local non-profit organization or organizations that will act as the subrecipient(s) to administer the funds in accordance with the ascribed purposes in this section.

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

Section III. The City Manager or his authorized designee is authorized to execute all necessary documents, including subrecipient agreements and any additional contracts, including amendments, to extend the contract or accept additional funds from the Department to implement the Homeless Housing and Services Youth Set-Aside Program under Section 2306.2585 of the Texas Government Code.

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

PASSED AND APPROVED on the 13th day of April, 2026.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Emergency Management.
DIRECTOR: Carrie Little, Director of Emergency Management
AGENDA ITEM: Resolution for Application for GY2026 Urban Area Security Initiative Grant Program
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To authorize the filing of application for federal funds in an amount not to exceed \$165,000 under the Fiscal Year 2026 Urban Area Security Initiative 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; declaring the Senior Accountant as the Financial Officer; and declaring an effective date. **Adopted Resolution No. 2026-4-3(R)**

BACKGROUND

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

Each fiscal grant year, a formal council resolution is required as part of the grant application and a separate resolution is required for the acceptance process. The adoption of a formal resolution allows for the State administrative agency to award the grant to the City as subrecipient and authorizes the City to expend grant funding. The City is applying for funding in the Fiscal Year 2026 to support equipment projects for Plano Police Department Explosive Ordnance Disposal Team X-Ray Equipment, Fire Department Hazardous Materials Area Monitoring, and Fire Department Hazardous Materials Multi-gas Meter Projects.

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

New this year is a requirement to name the Financial Officer within the resolution. The financial officer is responsible for the acceptance and recording of the grant funding into the appropriate City fund, recording the entry in the City accounting register, and certifying expenditure and receipt of reimbursement prior to grant closeout. This function has historically been accomplished by the Senior Accountant within the Finance Department.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item authorizes the City of Plano to file an application for Federal funds. If approved, the City of Plano may be awarded an amount not to exceed \$165,000.

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/2/2026	Resolution

A Resolution of the City of Plano, Texas, authorizing the filing of application for federal funds in an amount not to exceed \$165,000 under the Fiscal Year 2026 Urban Area Security Initiative 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; declaring the Senior Accountant as the Financial Officer; and declaring an effective date.

WHEREAS, the City Council finds it is in the best interest of the citizens of the City of Plano, Texas to apply for federal funds for Fiscal Year 2026 Urban Area Security Initiative Grant Program through the Office of the Governor of Texas to be used to carry out homeland security projects; and

WHEREAS, the City desires to apply for grants identified to further the mission of expanding capabilities of our specialty first responder teams to respond to acts of terrorism; and

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

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

WHEREAS, the City Council designates the Senior Accountant as the grantee's financial officer. The financial officer is given the power to submit financial and programmatic reports or alter a grant on behalf of the applicant agency.

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

Section I. The submission of the grant application for the above-referenced grant numbers for the Fiscal Year 2026 Urban Area Security Initiative Grant Program to the Office of the Governor is hereby approved and the Director of Emergency Management is designated as the authorized official to act on behalf of the City of Plano with regard to these grants.

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

PASSED AND APPROVED on the 13th day of April, 2026.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Legal
DIRECTOR: Paige Mims, City Attorney
AGENDA ITEM: Approve the hiring of Katherine Miller as Senior Assistant City Attorney/Chief Prosecutor
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To approve the hiring of Katherine Miller as Senior Assistant City Attorney/Chief Prosecutor by the City Attorney; and providing an effective date. **Adopted Resolution No. 2026-4-4(R)**

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item, in the amount of \$87,514 (including benefits) for the remainder of the fiscal year, is included in the approved 2025-26 Budget. City Charter authorizes the hiring of attorneys with the approval of the City Council.

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/1/2026	Resolution

A Resolution of the City of Plano, Texas, approving the hiring of Katherine Miller as Senior Assistant City Attorney/Chief Prosecutor by the City Attorney; and providing an effective date.

WHEREAS, Section 4.05 of the City Charter of the City of Plano gives the City Attorney the authority to select attorneys, with the approval of the City Council, to represent the City in litigation and to advise city departments and boards; and

WHEREAS, the City Attorney has selected Katherine Miller to be hired as Senior Assistant City Attorney/Chief Prosecutor and is requesting the City Council's approval of same.

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

Section I. The City Council approves the hiring by the City Attorney of Katherine Miller as Senior Assistant City Attorney/Chief Prosecutor, such approval to be effective with the date of her employment and compliance with all prescreening requirements.

Section II. This Resolution is effective as of April 20, 2026.

PASSED AND APPROVED on the 13th day of April, 2026.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Special Projects
DIRECTOR: Peter Braster, Director of Special Projects
AGENDA ITEM: Ordinance of Necessity for the Diamond Intersection Safety Improvements - CMAQ Project No. TP-S-00014
RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To determine the public use, need and necessity for the acquisition of the fee or easement interest in the properties as described in the attached Exhibit “A” located generally at the intersections of State Highway 121 and Custer Road and Central Expressway and 15th Street in the City of Plano, Collin County, Texas; for the purpose of the construction, reconstruction and maintenance of roadways and related public improvements for the Diamond Intersection Safety Improvements - CMAQ project; authorizing the City Manager and the City Attorney, or their respective designees to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file proceedings in eminent domain to condemn the needed real property for public use, if necessary, and providing an effective date. **Adopted Ordinance No. 2026-4-5**

PREVIOUS ACTION/PRESENTATION

On July 22, 2024, City Council approved an expenditure in the amount of \$695,183 for engineering professional services for Diamond Intersection Safety Improvements - CMAQ Project No. TP-S-00014.

BACKGROUND

The City requires two proposed easements for the Diamond Intersection Safety Improvements - CMAQ Project. This \$5.1 million federally funded safety project adds capacity, improves pedestrian facilities, and standardizes the signing, signalization, and pavement markings at freeway intersections.

The first easement, located at the southwest corner of State Highway 121 and Custer Road, is a 524-square-foot sidewalk and utility easement required across the northeastern corner of the convenience store property. The proposed easement property will be used to install a barrier-free ramp for the pedestrian crossings at the intersection and provide pedestrian connectivity with future sidewalk installations along State Highway 121 and Custer Road, as well as facilitate utility connections for the traffic signal at the intersection, if necessary. This easement also allows for a third northbound through lane at State Highway 121.

The second easement, located at the northwest corner of Central Expressway and 15th Street, is a 458-square-foot sidewalk and utility easement required across the eastern boundary of the convenience store property in the form of a 3.05’ to 3.55’ wide strip. The proposed easement property will be used to relocate an existing sidewalk westward to allow the installation of a dedicated right-turn lane within the Central Expressway right-of-way at its intersection with 15th Street. This right-turn lane allows for a third southbound through lane at 15th Street.

Not adopting this ordinance may result in project delays, easement acquisition expenditures well above fair market value, elimination of needed capacity improvements, and/or removal of improvements at these locations from the scope for this federally funded construction project.

This item was prepared in collaboration with the Engineering Department. Staff recommends adoption of this Ordinance.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

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

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/26/2026	Ordinance
Locator Map	3/25/2026	Map

An Ordinance of the City of Plano, Texas determining the public use, need and necessity for the acquisition of the fee or easement interest in the properties as described in the attached Exhibit “A” located generally at the intersections of State Highway 121 and Custer Road and Central Expressway and 15th Street in the City of Plano, Collin County, Texas; for the purpose of the construction, reconstruction and maintenance of roadways and related public improvements for the Diamond Intersection Safety Improvements - CMAQ project; authorizing the City Manager and the City Attorney, or their respective designees to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file proceedings in eminent domain to condemn the needed real property for public use, if necessary, and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas (the “City Council”) upon consideration of this matter, has determined that there is a public need and necessity for the health, safety, and welfare of the City of Plano, and the public at large to acquire fee interests or street, sidewalk, and utility easement interests (the “Property Interests”) in the general form and on the properties attached hereto as Exhibit “A,” also know as (the “Properties”) and incorporated here for all purposes, located in the City of Plano, Collin County, Texas; for the purpose of the construction, reconstruction and maintenance of roadways related public improvements for the Diamond Intersection Safety Improvements - CMAQ project (the “Project”) for use by the citizens of the City of Plano and the general public (the “Public Uses”); and

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

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

WHEREAS, the City Council now deems it necessary to authorize the City Attorney to initiate condemnation proceedings in order to acquire the necessary Property Interests.

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

Section I. The City Council hereby finds and determines that the recitals made in the preamble of this Ordinance are true and correct, and incorporates such recitals into the body of this ordinance as if copied in their entirety.

Section II. The City Council hereby finds and determines that a public use and necessity exists for the Public Uses and authorized acquisition of the Property Interests

for such purposes, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of lands.

Section III. The City Council authorized the City Attorney or her designee to negotiate for and to acquire the required property rights for the City, and to acquire said rights in compliance with State and any other applicable law. Moreover, the City Attorney, or designee, is specifically authorized and directed to do each and every act necessary to acquire the Property Interests including, but not limited to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interest to be acquired, as well as any other experts or consultants that she deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

Section IV. The City Manager, or his designee, is appointed as negotiator for the acquisition of the Property Interests and, as such, the City Manager or his designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose. Further, the City Manager or his designee is specially authorized to establish the just compensation for the acquisition of the Property Interests. Additionally, if the City Manager or his designee determines that an agreement as to damages or compensation cannot be reached, then the City Attorney or her designee is hereby authorized and directed to file or cause to be filed, against the owner(s) and interested parties of the Property Interests, proceedings in eminent domain to acquire the Property Interests.

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

PASSED AND APPROVED on the 13th day of April, 2026.

John B. Muns, MAYOR

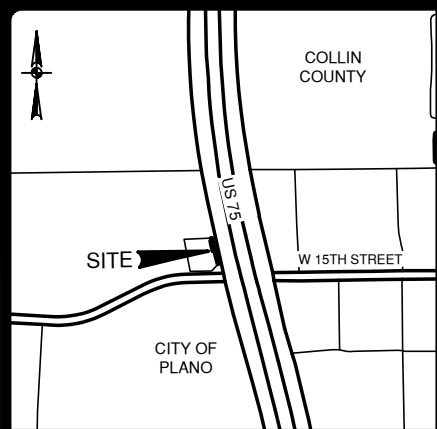
ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Exhibit "A" - Tract One



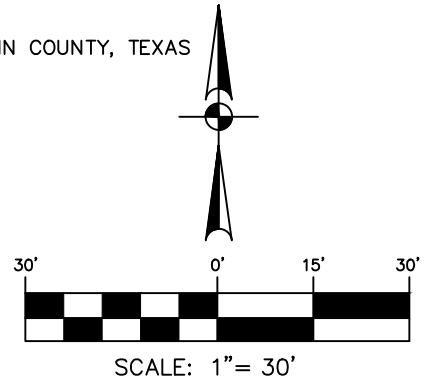
LOCATION MAP

LEGEND:

O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
 INST. INSTRUMENT
 DOC. DOCUMENT
 NO. NUMBER
 R.O.W. RIGHT-OF-WAY
 P.O.B. POINT OF BEGINNING
 ● FOUND MONUMENT (AS NOTED)

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 70408-00 BY PAPE-DAWSON, LLC
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



NOT-TO-SCALE
 HUNGS REALTY & INVESTMENT NO. 2 LLC
 INST. NO. 2023000069855
 O.P.R.C.C.T.

LOT 2R BLOCK 1
 TEXACO ADDITION NO. 1
 DOC. NO. 93-0010234

N87°10'20"E
3.05'

P.O.B.
 FOUND X-CUT IN CONCRETE

SIDEWALK & UTILITY EASEMENT
0.0105 OF AN ACRE
 (458 SQUARE FEET MORE OR LESS)

R=5,730.00'
Delta=1°30'51"
CB=S13°35'32"E
CD=151.41'
L=151.41'

VAST VIEWS, LLC
 INST. NO. 2024000138968
 O.P.R.C.C.T.

R=5,733.00'
Delta=1°32'18"
CB=N13°35'57"W
CD=153.92'
L=153.92'

LOT 1 BLOCK 1
 TEXACO ADDITION NO. 1
 CABINET B PAGE 150

U.S. HIGHWAY 75
 (VARIABLE WIDTH R.O.W.)
 DOC. NO. 93-0010234

JOSEPH CLEPPER SURVEY
ABSTRACT NO. 213

FOUND MAG NAIL W/WASHER
 STAMPED "RPLS 6595"

S43°18'40"W
3.55'

WEST 15TH STREET
 (VARIABLE WIDTH R.O.W.)
 DOC. NO. 93-0010234

PAPE-DAWSON

6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

FEBRUARY 10, 2026

PAGE 1 OF 3
 JOB No.:70408-00

Date: Feb 09, 2026, 2:09pm User ID: KReiner
 File: W:\survey\DWG\70408\00\CADD\Easements\US 75 AND 15TH STREET\70408-00_0.0241 ACRE_Sidewalk & Utility ESM1.dwg

REFERENCE:

PAPE-DAWSON

0.0105 ACRE DESCRIPTION

BEING A TRACT OF LAND, SITUATED IN THE JOSEPH CLEPPER SURVEY, ABSTRACT NO. 213, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO VAST VIEWS, LLC AS RECORDED IN INSTRUMENT NUMBER 2024000138968, OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), ALSO KNOWN AS LOT 1, BLOCK 1, AS SHOWN ON THE FINAL PLAT OF TEXACO ADDITION NO. 1, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS AS RECORDED IN CABINET B, PAGE 150, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A FOUND X-CUT IN CONCRETE, BEING THE NORTHEAST CORNER OF SAID VAST VIEWS TRACT, SAME BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO HUNGS REALTY & INVESTMENT NO. 2 LLC AS RECORDED IN INSTRUMENT NUMBER 2023000069855 (O.P.R.C.C.T.), ALSO KNOWN AS LOT 2R BLOCK 1, AS SHOWN ON THE FINAL PLAT OF TEXACO ADDITION NO. 1, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 93-0010234, ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 75 (VARIABLE WIDTH RIGHT-OF-WAY) AS SHOWN ON SAID TEXACO ADDITION NO. 1 (DOCUMENT NUMBER 93-00140234) AND ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 5,730.00 FEET, A CENTRAL ANGLE OF 1°30'51", A CHORD BEARING AND DISTANCE OF S 13°35'32" E – 151.41 FEET;

CONTINUING ALONG SAID CURVE TO THE LEFT, SAME BEING THE WEST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 75, AN ARC LENGTH OF 151.41 FEET TO A FOUND MAG NAIL WITH WASHER STAMPED "RPLS 6595", BEING THE NORTHEAST CORNER OF A CORNER CLIP AT THE INTERSECTION SAID U.S. HIGHWAY 75 AND WEST 15TH STREET (VARIABLE WIDTH RIGHT-OF-WAY) AS SHOW ON THE FINAL PLAT OF SAID TEXACO ADDITION NO. 1 (DOCUMENT NUMBER 93-0010234);

THENCE: S 43°18'40" W, ALONG SAID CORNER CLIP, A DISTANCE OF 3.55 FEET, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5,733.00 FEET, A CENTRAL ANGLE OF 1°32'18", A CHORD BEARING AND DISTANCE OF S 13°35'57" E – 153.92 FEET;

THENCE: DEPARTING SAID LINES, CONTINUING ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 153.92 FEET, BEING THE NORTH LINE OF SAID VAST VIEWS TRACT, SAME BEING THE SOUTH LINE OF SAID HUNGS REALTY TRACT;

Exhibit "A" - Tract One

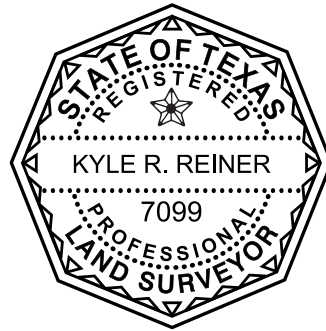
THENCE: N 87°10'20" E, ALONG THE NORTH LINE OF SAID VAST VIEWS TRACT AND THE SOUTH LINE OF SAID HUNGS REALTY TRACT, A DISTANCE OF 3.05 FEET TO THE **POINT OF BEGINNING** AND **CONTAINING** 0.0105 OF AN ACRE OR 458 SQUARE FEET OF LAND MORE OR LESS, AND BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON GROUND AND ACCOMPANIED BY AN EXHIBIT OR SURVEY MAP PREPARED UNDER JOB NUMBER **70408-00** BY PAPE DAWSON ENGINEERS, LLC.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202) FROM NORTH AMERICAN DATUM 1983 (NA2011) EPOCH 2010.00.

FOR PAPE DAWSON ENGINEERS, LLC.

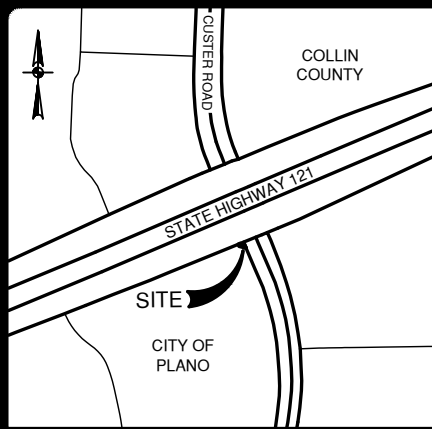


KYLE R. REINER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 7099
FIRM REGISTRATION NO. 10028800
PAPE DAWSON ENGINEERS, LLC.
6105 TENNYSON PARKWAY, SUITE 210
PLANO, TEXAS 75024
TELE. 214-420-8494
EMAIL: KREINER@PAPE-DAWSON.COM



CERTIFICATION DATE: FEBRUARY 10, 2026

Exhibit "A" - Tract Two



LOCATION MAP

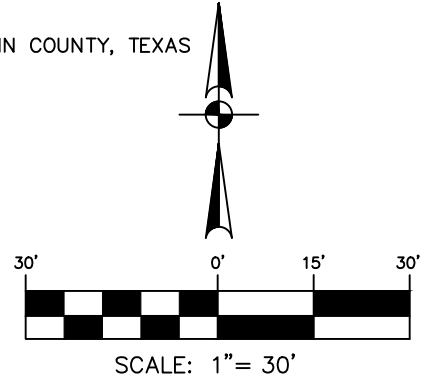
NOT-TO-SCALE

LEGEND:

O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
 INST. INSTRUMENT
 DOC. DOCUMENT
 NO. NUMBER
 R.O.W. RIGHT-OF-WAY
 P.O.B. POINT OF BEGINNING
 ● FOUND MONUMENT (AS NOTED)

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 70408-00 BY PAPE-DAWSON, LLC
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S22°57'54"E	18.83'
L2	N75°46'27"W	38.19'
L3	N22°57'04"W	10.25'
L4	N67°02'56"E	11.31'
L5	S75°46'27"E	23.99'

SHADRICK JACKSON SURVEY
 ABSTRACT NO. 489

P.O.B.
 FOUND 4" BRASS DISC IN
 CONCRETE STAMPED "TXDOT"

STATE HIGHWAY 121
 (VARIABLE WIDTH R.O.W.)

566°57'39"W 194.94'

SIDEWALK EASEMENT
0.0120 OF AN ACRE
 (524 SQUARE FEET MORE OR LESS)

CUSTER ROAD
 (VARIABLE WIDTH R.O.W.)
 INST. NO. 19930205000091090
 O.P.R.C.C.T.

FOUND 4" BRASS DISC IN
 CONCRETE STAMPED "TXDOT"

HPC CUSTER, LTD
 INST. NO. 2025000093891
 O.P.R.C.C.T.

LOT 1 BLOCK A
 CUSTER CREEK
 CENTER ADDITION
 DOC. NO. 2003-0075239
 O.P.R.C.C.T.

Date: Jan 08, 2026, 8:40am User ID: jpatch
 File: W:\survey\DWG\70408\00\CAAD\Easements\STATE HIGHWAY 121 AND CUSTER\70408-00_0.0120 ACRE_Sidewalk ESMT.dwg

PAPE-DAWSON

6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

JANUARY 8, 2026

Page 04

PAGE 1 OF 3
 JOB No.:70408-00

REFERENCE:

PAPE-DAWSON

0.0120 ACRE DESCRIPTION

BEING A TRACT OF LAND, SITUATED IN THE SHADRICK JACKSON SURVEY, ABSTRACT NO. 489, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO HPC CUSTER, LTD AS RECORDED IN INSTRUMENT NUMBER 2025000093891 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), ALSO KNOWN AS LOT 1, BLOCK A, OF CUSTER CREEK CENTER ADDITION, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS AS RECORDED IN DOCUMENT NUMBER 2003-0075239 (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A FOUND 4-INCH BRASS DISC IN CONCRETE STAMPED "TXDOT", BEING THE SOUTHEAST CORNER OF A CORNER CLIP AT THE INTERSECTION OF STATE HIGHWAY 121 (VARIABLE WIDTH RIGHT-OF-WAY) "NO RECORD INFORMATION" AND CUSTER ROAD (VARIABLE WIDTH RIGHT-OF-WAY) AS DESCRIBED IN INSTRUMENT NUMBER 19930205000091090 (O.P.R.C.C.T.), SAME BEING THE SOUTHERN NORTH CORNER OF SAID CUSTER TRACT;

THENCE: S 22°57'54" E, ALONG THE WEST LINE OF SAID CUSTER ROAD, SAME BEING THE EAST LINE OF SAID HPC TRACT, A DISTANCE OF 18.83 FEET;

THENCE: DEPARTING SAID LINES, OVER AND ACROSS SAID HPC TRACT, THE FOLLOWING COURSES:

N 75°46'27" W, A DISTANCE OF 38.19 FEET;

N 22°57'04" W, A DISTANCE OF 10.25 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 121, SAME BEING THE NORTH LINE OF SAID HPC TRACT, FROM WHICH A FOUND 4-INCH BRASS DISC IN CONCRETE STAMPED "TXDOT" BEING ON THE NORTH LINE OF SAID HPC TRACT, SAME BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 121, BEARS: S 66°57'39" W – 194.94 FEET;

THENCE: N 67°02'56" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 121 AND THE NORTH LINE OF SAID HPC TRACT, A DISTANCE OF 11.31 FEET TO THE NORTHWEST CORNER OF SAID CORNER CLIP;

THENCE: S 75°46'27" E, ALONG SAID CORNER CLIP, A DISTANCE OF 23.99 FEET TO THE **POINT OF BEGINNING** AND **CONTAINING** 0.0120 OF AN ACRE OR 524 SQUARE FEET OF LAND MORE OR LESS, AND BEING DESCRIBED IN ACCORDANCE WITH A

Exhibit "A" - Tract Two

SURVEY MADE ON GROUND AND ACCOMPANIED BY AN EXHIBIT OR SURVEY MAP PREPARED UNDER JOB NUMBER 70408-00 BY PAPE DAWSON ENGINEERS, LLC.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202) FROM NORTH AMERICAN DATUM 1983 (NA2011) EPOCH 2010.00.

FOR PAPE DAWSON ENGINEERS, LLC.



KYLE R. REINER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 7099
FIRM REGISTRATION NO. 10028800
PAPE DAWSON ENGINEERS, LLC.
6105 TENNYSON PARKWAY, SUITE 210
PLANO, TEXAS 75024
TELE. 214-420-8494
EMAIL: KREINER@PAPE-DAWSON.COM



CERTIFICATION DATE: JANUARY 8, 2026

Diamond Intersection Safety Improvements Proposed Easement Locations



Produced by Business
Intelligence/GIS, City of Plano
3/25/2026

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





CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Adoption of Quarterly Code Supplement No. 155
RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To adopt and enact Supplement No. 155 to the Code of Ordinances for the City of Plano; providing for an amendment to certain sections of the Code; and providing an effective date. **Adopted Ordinance No. 2026-4-6**

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no fiscal impact.

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

ATTACHMENTS:

Description	Upload Date	Type
Supplement No. 155	3/16/2026	Agreement

An Ordinance of the City of Plano, Texas, adopting and enacting Supplement Number 155 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas, adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

WHEREAS, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

WHEREAS, the Code of Ordinances of the City of Plano, Texas, has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 155; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 155 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 155 as prepared by the codifier.

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

PASSED AND APPROVED on the 13th day of April 2026.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Finance
DIRECTOR: Denise Tacke, Director of Finance
AGENDA ITEM: To authorize the Issuance of General Obligation Refunding and Improvement Bonds
RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To authorize the issuance of "City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2026"; levying a continuing direct annual ad valorem tax for the payment of said Bonds, resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds; and delegating matters relating to the sale and issuance of said Bonds to an authorized City Official; and providing a severability clause and an effective date. **Adopted Ordinance No. 2026-4-7**

BACKGROUND

Proceeds from the sale of said Bonds will be used for the purpose of providing funds for the discharge and final payment of certain obligations of the City and to make various permanent public improvements for the City and to pay the costs and expenses of the issuance of said Bonds.

FINANCIAL SUMMARY/STRATEGIC GOALS

This Ordinance permits the City of Plano to sell General Obligation (G.O.) Bonds to refund outstanding debt at a lower interest rate and finance street, park, and facility projects as planned in the 2025-26 Community Investment Program and authorized by Plano voters in the 2021 and 2025 bond referendums. Approximately \$95,700,000 is expected to be raised from the 2026 G.O. Bond sale, with the City repaying the bonds over a 20-year term through the interest & sinking portion of Plano's property tax rate. The exact amount of interest and principal to be paid will be determined by a competitive bid process.

Approval of this Ordinance supports the Strategic Plan Critical Success Factors of Safe, Vibrant Neighborhoods and Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Plano GO REF IMP 2026	4/1/2026	Ordinance

An Ordinance of the City of Plano, Texas, authorizing the issuance of “City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2026”; levying a continuing direct annual ad valorem tax for the payment of said Bonds; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds; and delegating matters relating to the sale and issuance of said Bonds to an authorized City official; and providing a severability clause and an effective date.

WHEREAS, the City of Plano, Texas (the “City”) currently has outstanding obligations of the City of the following issue or series, to wit: “City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2016”, dated April 15, 2016 (the “Refunded Obligations”); and

WHEREAS, pursuant to the provisions of Chapter 1207 of the Texas Government Code, as amended (“Chapter 1207”), the City Council of the City (the “Council”) is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refunded Obligations, or other authorized depository, and such deposit, when made in accordance with Chapter 1207 and the ordinance authorizing the issuance of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the City shall by this Ordinance, in accordance with the provisions of Section 1207.007, Texas Government Code, as amended, delegate to a Pricing Officer (hereinafter defined and designated) the authority to determine the principal amount and certain other specified terms of the Bonds to be issued, negotiate the terms of sale thereof and select the specific maturities, in whole or in part, of the Refunded Obligations to be refunded; and

WHEREAS, the Council hereby finds and determines that it is a public purpose and in the best interests of the City to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms, to be included in a pricing certificate (the “Pricing Certificate”) to be executed by the Pricing Officer, all in accordance with the provisions of Section 1207.007, Texas Government Code, as amended; and

WHEREAS, the Council hereby finds and determines that it is in the best interests of the City to issue bonds to pay the costs of making permanent public improvements authorized by the voters of the City at bond elections held on May 1, 2021 and May 3, 2025 (the “Elections”) and that the Pricing Officer be authorized to determine from such voted authorization the purposes and amounts for which such bonds shall be issued, such determination to be included in the Pricing Certificate, all in accordance with the provisions of Chapters 1331 and 1371, Texas Government Code, as amended.

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

SECTION I. Authorization - Series Designation - Principal Amount - Purpose - Bond Date. General obligation refunding and improvement bonds of the City shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title “CITY OF PLANO, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2026”, or such other designation as specified in the Pricing Certificate (herein referred to as the “Bonds”), for the purpose of providing funds for the discharge and final payment of certain obligations of the City (described in the preamble hereof

and finally identified in the Pricing Certificate and referred to herein as the “Refunded Obligations”), to make various permanent public improvements for the City and to pay the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapters 1207, 1331 and 1371 of the Texas Government Code. The Bonds shall be dated (the “Bond Date”) as provided in the Pricing Certificate.

SECTION II. Fully Registered Obligations – Terms. The Bonds shall be issued as fully registered obligations, and (other than the Initial Bond referenced in Section VIII hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R” and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) in accordance with the details of the Bonds as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the Pricing Certificate.

SECTION III. Delegation of Authority to Pricing Officer.

(a) As authorized by Section 1207.007 and Section 1371.053, Texas Government Code, as amended, the City Manager or the Director of Finance of the City (either, the “Pricing Officer”) is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including determining the purposes and amounts of the Bonds to be issued to fund public improvements authorized at the Election, the selection of the specific maturities or series, if any, in whole or in part, of the Refunded Obligations to be refunded, determining the aggregate principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Bonds will accrue, the interest payment dates, the record date, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the designation of a paying agent/registrar, the designation of an escrow agent satisfying the requirements of Chapter 1207, if any, the terms of any bond insurance applicable to the Bonds, including any modification of the continuing disclosure undertaking contained in Section XXXI hereof as may be required by the purchasers of the Bonds in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$126,000,000;
- (ii) the refunding must produce a net present value debt service savings of at least 2.00% of the debt service on the Refunded Obligations, net of any City contribution;

(iii) the maximum true interest cost for the Bonds shall not exceed 5.00%;

(iv) the maximum maturity date of the Bonds shall not exceed September 1, 2046.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to make the selection of the municipal bond insurance company for the Bonds (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Bonds. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to effect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within one (1) year of the date hereof. The Bonds shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION IV. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer or the Mayor and City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class postage, prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices provided in the Pricing Certificate (the "Designated Payment/Transfer Office"); provided, however, while a Bond is registered to Cede & Co., the payment thereof upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest on a Bond shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent by United States mail, first-class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities of the Bonds on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such past due interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION V. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like kind, maturity, and amount and in authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for assignment or transfer of any Bond (other than the Initial Bond authorized in Section VIII hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds, executed on behalf of and furnished by the City, shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be of authorized denominations, of like Stated Maturity, and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond authorized in Section VIII hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered

for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of and furnished by the City, to the Holder requesting the exchange.

All Bonds issued upon any such transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first-class, postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section XI hereof, and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION VI. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections IV and V hereof relating to the payment and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representations from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement") relating to the Bonds.

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in

general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections IV and V hereof.

SECTION VII. Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under the City's seal reproduced or impressed thereon and attested by the City Secretary. The signature of said officials on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officials of the City on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of such individuals shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201 of the Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section IX(c) (or as set forth in the Pricing Certificate), executed by facsimile or manually by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section IX(d) (or as set forth in the Pricing Certificate), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION VIII. Initial Bond. The Bonds herein authorized shall be initially issued as fully registered Bonds as specified in the Pricing Certificate, being a single, fully registered Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, (hereinafter called the "Initial Bond") and the Initial Bond shall be registered in the name of the Purchaser(s) or the designee thereof. The Initial Bond shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchaser(s), or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION IX. Forms.

(a) **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified

with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bonds.

REGISTERED NO. R- _____ PRINCIPAL AMOUNT \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF PLANO, TEXAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND
SERIES 2026¹

Bond Date: _____, 20__ Interest Rate: _____% Stated Maturity: _____, 20__ CUSIP No.: _____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Plano (hereinafter referred to as the "City"), a body corporate and political subdivision in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ in each year, commencing _____, 20__, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in _____, _____, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"); provided, however, while this Bond is registered to Cede & Co., the payment of principal

¹ Conform the terms and provisions of this Bond to the terms and provisions specified in the Pricing Certificate.

upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City, to make various permanent public improvements for the City, to wit: _____ and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Chapters 1207, 1331 and 1371 of the Texas Government Code, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

²[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20__	Term Bonds due _____, 20__
<u>Redemption Date</u> <u>Principal Amount</u>	<u>Redemption Date</u> <u>Principal Amount</u>
_____, 20__	_____, 20__
_____, 20__*	_____, 20__*

* Stated maturity.

The particular Term Bonds of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least fifty (50) days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for

² Conform redemption provisions to Pricing Certificate.

cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on and after _____, 20__, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on _____, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States mail, first-class, postage prepaid, to the registered owners of each Bond to be redeemed, in whole or in part, at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received or such prerequisites are not satisfied, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance and the Pricing Certificate, copies of which are on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to

be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesaid. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF PLANO, TEXAS

ATTEST:

Mayor

City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER ((REGISTER NO. _____
OF PUBLIC ACCOUNTS ((_____
THE STATE OF TEXAS ((_____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Acting Comptroller of Public Accounts
of the State of Texas

(Seal)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____, is the Designated Payment/Transfer Office for this Bond.

as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, 20____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices, initially in _____, _____, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first-class postage, prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION X. Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater) there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations by law prescribed, sufficient to pay the principal of and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the payment of the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the City and shall be deposited in the "SPECIAL SERIES 2026 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND FUND", or such other fund designation as specified in the Pricing Certificate (the "Interest and Sinking Fund") to be maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

The Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

With regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, if any, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which will be sufficient to pay the payments due on the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

SECTION XI. Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the City and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION XII. Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the Pricing Certificate, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm or other qualified third-party firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants

that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise modified by the Pricing Officer, the term “Government Securities”, as used herein, means (a) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (d) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Holders of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION XIII. Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section XXXI hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance or any provision in the Pricing Certificate in any manner not detrimental to

the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders who own a majority of the aggregate principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance or any provision in the Pricing Certificate; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

(1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section XII hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section XI hereof.

SECTION XIV. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is

sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the City shall pay to the United States out of the general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate

Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager and Director of Finance of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

(k) Bonds Not Hedge Bonds. At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The Bonds are being issued to pay and discharge in full the Refunded Obligations and such payment of the Refunded Obligations will occur within ninety (90) days after the issuance of the Bonds.

SECTION XV. Sale of Bonds – Purchase Contract - Official Statement. The Bonds authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (either, the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section III hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City's best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of any public offering of the Bonds by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Bonds, if any;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Mayor and City Secretary of the City are further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION XVI. Escrow Agreement. An "Escrow Agreement" or "Special Escrow Agreement" (either, the "Escrow Agreement") by and between the City and an authorized escrow agent (the "Escrow Agent"), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to and approved in the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this Council; and such Escrow Agreement as executed by said Pricing Officer shall be deemed approved by this Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of any Escrow Agreement, a Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Obligations;
2. The creation and funding of the Escrow Fund or Funds; and
3. The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents' charges relating to the Refunded Obligations.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed

securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CITY OF PLANO, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2026 ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Chapter 1207, this Ordinance, the Pricing Certificate and the Escrow Agreement.

On or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Pricing Officer, or other authorized City official listed in Section XXXIII hereof, shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Obligations an amount which, together with the proceeds of sale of the Bonds, and the investment earnings thereon, will be sufficient to pay in full the Refunded Obligations (or the amount of accrued interest due thereon) scheduled to mature and authorized to be redeemed on the earliest date established in the Pricing Certificate for the redemption of any of the Refunded Obligations (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

SECTION XVII. Refunded Obligations.

(a) In order to provide for the refunding, discharge, and retirement of the Refunded Obligations as selected by the Pricing Officer, the Refunded Obligations, identified, described, and in the amounts set forth in the Pricing Certificate, are called for redemption on the first date such Refunded Obligations are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date, and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance adopted by this Council, which authorized the issuance of the Refunded Obligations. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for the Refunded Obligations in substantially the form set forth as an exhibit to the Pricing Certificate, to the paying agent/registrar for Refunded Obligations, in accordance with the redemption provisions applicable to the Refunded Obligations.

(b) The paying agent/registrar for Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the ordinance authorizing the issuance of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption date specified in the Pricing Certificate.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, if any, or with the paying agent/registrar for the Refunded Obligations pursuant the provisions of Chapter 1207, this Ordinance and the Pricing Certificate finalized by the Pricing Officer.

SECTION XVIII. Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records, including the definitive Bonds and the Initial Bond, pending the investigation and approval of the Initial Bond by the Attorney General of the State of Texas, and the registration of the Initial Bond thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION XIX. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of making permanent public improvements of the City and to pay costs of issuance and any accrued interest received from the Purchasers of the Bonds or additional proceeds being deposited to the Interest and Sinking Fund) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow Agreement or deposited with the paying agent/registrar for the Refunded Obligations for the payment and redemption of the Refunded Obligations. The proceeds of sale of the Bonds not so deposited with the Escrow Agent (or the paying agent/registrar for the Refunded Obligations) for the refunding of the Refunded Obligations shall be disbursed for payment of the costs of making permanent public improvements of the City, the costs of issuance, or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the City or its financial advisor. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the Interest and Sinking Fund as shall be determined by this Council.

Additionally, the Pricing Officer shall determine the amount of any City contribution to the refunding from moneys on deposit in the interest and sinking fund(s) maintained for the payment of the Refunded Obligations.

SECTION XX. Notices to Holders - Waiver. Wherever this Ordinance or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION XXI. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION XXII. Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the City, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-

Entry-Only System used in the settlement and transfer of the Bonds. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION XXIII. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION XXIV. Benefits of Ordinance. Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the Pricing Certificate, this Ordinance and all of its provisions and the Pricing Certificate being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

SECTION XXV. Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance or the Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION XXVI. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

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

SECTION XXVIII. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION XXIX. Severability. If any provision of this Ordinance or the Pricing Certificate or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the Pricing Certificate and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION XXX. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION XXXI. Continuing Disclosure Undertaking. This Section shall apply, with such updates, if any, set forth in the Pricing Certificate, unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) **Definitions.** As used in this Section, the following terms have the meanings ascribed to such terms below:

“*Financial Obligation*” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“*SEC*” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2026, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer under the tables in the Official Statement specified by the Pricing Officer in the Pricing Certificate and (2) audited financial statements of the City within 12 months after the end of each fiscal year ending in or after 2026. If the audit of such financial statements is not complete within 12 month after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for such fiscal year when and if the audit report on such financial statements becomes available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;

9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items 15 and 16 in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or

equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION XXXII. Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION XXXIII. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance, including the Pricing Certificate: (i) in order to cure any technical ambiguity, formal defect or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

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

SECTION XXXV. Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED on the 13th day of April, 2026.

John B. Muns, Mayor

ATTEST:

Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

Paige Mims, City Attorney

(City Seal)

EXHIBIT A
FORM OF PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2026 (this "Agreement"), by and between _____, a national association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Plano, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2026" (the "Securities"), dated _____, 2026, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2026; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

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

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

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

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

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

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

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

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

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

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

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

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

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

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

ARTICLE THREE PAYING AGENT

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

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

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

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the

Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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

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

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

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

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

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

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

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

Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

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

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

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

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

ARTICLE FIVE THE BANK

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

Section 5.02 Reliance on Documents, Etc.

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

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

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

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

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

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

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

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

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

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

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

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become

due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

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

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

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

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

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

ARTICLE SIX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page left blank intentionally.]

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

[BANK]

By: _____

Title: _____

Address: _____
_____, Texas _____

CITY OF PLANO, TEXAS

By: _____
_____ and Pricing Officer

Address: 1520 K Avenue
Plano, Texas 75074



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Finance
DIRECTOR: Denise Tacke, Director of Finance
AGENDA ITEM: To authorize the issuance of Municipal Drainage Utility System Revenue Bonds
RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To authorize the issuance of "City of Plano, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2026"; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds, and delegating matters relating to the sale and issuance of said Bonds to an authorized City Official. **Adopted Ordinance No. 2026-4-8**

BACKGROUND

Proceeds from the sale of said Bonds will be used to (i) fund the acquisition, construction and repair of structures, equipment and facilities for the City's municipal drainage utility system, and (ii) pay costs of issuance associated with the sale of said Bonds.

FINANCIAL SUMMARY/STRATEGIC GOALS

This Ordinance permits the City of Plano to sell Municipal Drainage Utility System Revenue Bonds for the acquisition, construction and repair of structures, equipment, and facilities for the City's municipal drainage utility system and to pay the costs of issuance associated with the sale of the Bonds. Approximately \$6,500,000 is expected to be raised from the 2026 Municipal Drainage Utility System Revenue Bond sale, with the City repaying the bonds over a 20-year term through a lien on and pledge of the revenues of the system. The exact amount of interest and principal to be paid will be determined by a competitive bid process.

Approval of this Ordinance supports the Strategic Plan Critical Success Factors of Safe, Vibrant Neighborhoods and Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
PLANO MDUS 2026	4/2/2026	Ordinance

BOND ORDINANCE

CITY OF PLANO, TEXAS
MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE BONDS
SERIES 2026

Adopted April 13, 2026

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An Ordinance of the City of Plano, Texas, authorizing the issuance of “City of Plano, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2026”; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds, and delegating matters relating to the sale and issuance of said Bonds to an authorized City Official.

WHEREAS, pursuant to authority conferred by Subchapter C of Chapter 402 of the Texas Local Government Code, now recodified as Chapter 552 of the Texas Local Government Code (the “Act”), the City Council (the “City Council”) of the City of Plano, Texas (the “City”), established the City of Plano, Texas, Municipal Drainage Utility System (the “System”);

WHEREAS, the City has previously issued its municipal drainage utility system revenue bonds (the “Previously Issued Bonds”), payable from the Revenues (as hereinafter defined) of the System;

WHEREAS, the City has reserved the right and option to issue, under certain conditions, Additional Bonds (as hereinafter defined), payable from the Revenues, on a parity as to lien and right with such Previously Issued Bonds;

WHEREAS, the City Council finds and determines that Bonds should be issued for the purpose of the acquisition, construction and repair of structures, equipment and facilities for the City’s municipal drainage utility system, pursuant to this Ordinance and as permitted by the Act and, in accordance with the provisions of Chapter 1371, Texas Government Code, as amended (“Chapter 1371”), the City by this Ordinance and in accordance with the provisions of Chapter 1371, is delegating to a Pricing Officer (hereinafter designated) the authority to determine the terms and details related to the issuance and sale of the Bonds including: (i) the form and designation of the Bonds; (ii) the principal amount of the Bonds and the amount of the Bonds to mature in each year; (iii) the dates, price, interest rates, interest payment dates, principal payment dates, and redemption features of the Bonds; and (iv) any other details relating to the issuance, sale, delivery, and/or exchange of the Bonds, all within certain specified parameters set forth herein, with such determination, among other information and terms, to be included in a pricing certificate (the “Pricing Certificate”) to be executed by the Pricing Officer;

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its bonds in a single series at this time; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance, the following terms shall have the meanings specified below:

“Act” means Subchapter C of Chapter 552 of the Texas Local Government Code, as amended (formerly codified as Subchapter C of Chapter 402 of the Texas Local Government Code).

“Accountant” means a certified public accountant.

“Additional Bonds” means revenue bonds or other evidences of indebtedness issued or entered into, as the case may be, in the future in accordance with the terms and conditions provided in Section 9.02 hereof and, by their terms, are equally and ratably secured by a parity lien on and pledge of the Revenues of the System.

“Average Annual Debt Service” means an amount which, at the time of computation, is derived by dividing the total amount of Debt Service to be paid over a period of years as the same is scheduled to become due and payable by the number of years taken into account in determining the total Debt Service. Capitalized interest payments provided from bond proceeds shall be excluded in making the aforementioned computation.

“Bonds” means the “City of Plano, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2026” authorized by this Ordinance.

“City” means the incorporated municipality known as the City of Plano located in Collin and Denton Counties, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“Credit Facility” means (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, provided that a Rating Agency having an outstanding rating on such obligations would rate such obligations which are fully insured by a standard policy issued by the issuer in its two highest generic rating categories for such obligations; and (ii) a letter or line of credit issued by any financial institution, provided that a Rating Agency having an outstanding rating on the Bonds would rate the Bonds in its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Bonds and the interest thereon.

“Debt Service” means as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations required to

be redeemed or prepaid as to principal prior to maturity, the principal amounts thereof will be redeemed prior to maturity in accordance with such applicable mandatory redemption.

“Designated Payment/Transfer Office” means the designated office of the initial Paying Agent/Registrar specified in the Pricing Certificate.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the twelve-month financial accounting period used by the City in connection with the operation of the System which may be any twelve consecutive month period established by the City.

“Initial Bond” means the initial bond authorized by Section 3.04(d) of this Ordinance.

“Interest Payment Date” means the date or dates for the payment of interest on the Bonds as set forth in the Pricing Certificate.

“Letter of Representations” means the Blanket Issuer Letter of Representations between the City and DTC.

“Maturity Date” means the dates on which the principal of the Bonds is due and payable as set forth in the Pricing Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means, with respect to any period, Revenues of the System remaining after deducting the System’s Operating and Maintenance Expenses for such period.

“Operating and Maintenance Expenses” means all current expenses of operating and maintaining the System, including all salaries, labor, materials, and administrative costs, allocable under generally accepted accounting principles, to the System. Depreciation charges and other costs and disbursements which may be capitalized under generally accepted accounting principles shall not be considered Operating and Maintenance Expenses.

“Outstanding” means when used in this Ordinance with respect to Bonds, Previously Issued Bonds or any Additional Bonds, as the case may be, as of the date of determination, all Bonds, Previously Issued Bonds and any Additional Bonds theretofore sold, issued and delivered by the City, except:

(1) Bonds, Previously Issued Bonds or any Additional Bonds cancelled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;

(2) Bonds, Previously Issued Bonds or any Additional Bonds paid or deemed to be paid in accordance with the provisions of Section 9.08 hereof; and

(3) Bonds, Previously Issued Bonds or any Additional Bonds that have been mutilated, destroyed, lost, or stolen and replacement bonds have been registered and delivered in lieu thereof.

“Owner” means the person who is the registered owner of a Bond, a Previously Issued Bond, or an Additional Bond, as applicable.

“Paying Agent/Registrar” means the bank appointed to serve as the paying agent/registrar for the Bonds as set forth in the Pricing Certificate, or any successor thereto.

“Previously Issued Bonds” means the bonds of the following issues of the City to be outstanding upon the issuance of the Bonds herein authorized:

(1) Municipal Drainage Utility System Revenue Refunding Bonds, Series 2015, dated May 1, 2015;

(2) Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2017, dated February 1, 2017;

(3) Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2019, dated April 1, 2019;

(4) Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2021, dated May 1, 2021;

(5) Municipal Drainage Utility System Revenue Bonds, Series 2024, dated May 1, 2024; and

(6) Municipal Drainage Utility System Revenue Bonds, Series 2025, dated May 1, 2025.

“Rating Agency” means any nationally recognized securities rating agency which has assigned a rating to the Bonds.

“Record Date” shall mean that record date set forth in the Pricing Certificate.

“Register” means the register specified in Section 3.06(a) of this Ordinance.

“Revenues” means all annual income, receipts and revenues of every nature derived or received from the operation and ownership (excluding restricted gifts, grants in aid of construction and any amounts received from drainage charges specifically provided by ordinance for contribution to the funding of future drainage system construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Bonds and the Previously

Issued Bonds and other obligations payable solely from and secured only by a lien on and pledge of the Revenues of the System.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“System” means all land, easements and interest in land, together with all structures, equipment and facilities used in draining benefited property (within the meaning of the Act), including, but not limited to, bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preambles to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01 Pledge of Security.

The City hereby covenants and agrees that all of the Revenues of the System are hereby irrevocably pledged to the payment of the Bonds, the Previously Issued Bonds and Additional Bonds, if issued, and the interest thereon, including the establishment and maintenance of the special funds created and established by this Ordinance, all as hereinafter provided. It is hereby ordained that the Previously Issued Bonds, the Bonds and the interest thereon shall constitute a

first lien on such Revenues of the System and be valid and binding in accordance with the terms hereof without any filing or recording thereof (except in the official records of the City), physical delivery of such Revenues or further act by the City, and the lien created on the Revenues for the payment and security of the Bonds shall be prior in right and claim as to any other indebtedness, liability or obligation of the City or the System.

Section 2.02 Rates and Charges.

For the benefit of the Owners of the Previously Issued Bonds and the Bonds and in accordance with the provisions of the Act and other applicable laws of the State of Texas, the City hereby expressly stipulates and agrees, while any of the Previously Issued Bonds and the Bonds are Outstanding, to establish, maintain and impose drainage charges for services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce Revenues in each Fiscal Year sufficient to pay:

- (1) Operating and Maintenance Expenses of the System;
- (2) Debt Service on the Previously Issued Bonds, the Bonds and any Additional Bonds then Outstanding;
- (3) any required deposits to a reserve fund and any future contingency fund created for the payment and security of the Previously Issued Bonds, the Bonds and any Additional Bonds; and
- (4) all other indebtedness payable from and/or secured in whole or in part by a lien on and pledge of the Revenues of the System.

Section 2.03 Bonds as Special Obligations.

The Bonds and the Previously Issued Bonds are special obligations of the City payable from the pledged Revenues and the Owners thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

ARTICLE III

AUTHORIZATION; DELEGATION OF AUTHORITY TO PRICING OFFICER

Section 3.01 Authorization.

Revenue bonds of the City shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated the "City of Plano, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2026," or such other designation as specified in the Pricing Certificate (hereinafter referred to as the "Bonds") for the purpose of providing funds for (i) the acquisition, construction and repair of structures, equipment and facilities for the City's municipal drainage utility system and (ii) to pay the costs of issuing the Bonds, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 552, Texas Local Government Code, as amended, and Chapter 1371 of the Texas Government Code, as amended. The Bonds shall be dated (the "Bond Date") as provided in the Pricing Certificate.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be lettered "R" and numbered separately from one (1) upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature in the years and in the principal amounts and shall bear interest at the per annum rates as set forth in the Pricing Certificate.

(c) Interest shall accrue on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on the dates, and commencing on the date, set forth in the Pricing Certificate.

Section 3.03 Delegation of Authority to Pricing Officer.

(a) As authorized by Chapter 1371, Texas Government Code, as amended, the City Manager or the Director of Finance of the City (either, the "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including determining the aggregate principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Bonds will accrue, the interest payment dates, the record date, the compounding dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the designation of a paying agent/registrar, the terms of any bond insurance applicable to the Bonds, including any modification of the continuing disclosure undertaking contained in Article XI hereof as may be required by the purchasers of the Bonds in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate, provided that:

- i. the aggregate original principal amount of the Bonds shall not exceed \$8,000,000;
- ii. the maximum true interest cost for the Bonds shall not exceed 5.00%;
- iii. the maximum maturity date of the Bonds shall not exceed May 15, 2046.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to make the selection of the municipal bond insurance company for the Bonds (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Bonds. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to effect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the date hereof. The Bonds shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

Section 3.04 Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate); provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Bond shall be paid to each Owner by (i) check dated as of the Interest Payment Date, and sent on or before the Interest Payment Date by first-class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or (ii) by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid at the risk and expense of such Owner.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the designated office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(f) Unclaimed payments of amounts due hereunder that remain unclaimed by the Owners after the applicable payment or redemption date shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such unclaimed payments pertain. Subject to Title 6, Texas Property Code,

payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment on the Bonds thereafter coming due; to the extent any such moneys remain after the retirement of all outstanding Bonds, such moneys shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.05 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, executed by facsimile or manually by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the City, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Bond (the "Initial Bond"), representing the entire principal amount of the Bonds, payable in stated installments to the Purchasers or their designee, such Initial Bond to be executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General, and registered and signed by the Comptroller of Public Accounts by facsimile or manually, will be delivered to the Purchasers or their designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Purchasers one typewritten Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.06 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and

receiving payment of the interest thereon (subject to the provisions herein that for the Bonds interest is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.07 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated/Payment Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred and exchanged only upon the presentation and surrender of the Bond to the Paying Agent/Registrar. A Bond may be assigned by the execution of an assignment form on the Bond or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first-class, postage prepaid, to the new registered owner or his designee. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchanged Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

Section 3.08 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchanged Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934.

Section 3.09 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11 Book-Entry-Only System.

(a) Notwithstanding the provisions contained in Article III hereof relating to the payment and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representations from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement") relating to the Bonds.

(b) In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC and who shall hold said Bonds for the DTC Participants. While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

(c) In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections IV and V hereof.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in the Pricing Certificate.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer or the Mayor and City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Pricing Officer is hereby authorized to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Pricing Officer may be attested by the City Secretary of the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination.

The City, upon not less than 60 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first-class United States mail, postage

prepaid to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Bonds, shall be substantially in the forms set forth in this Article VI with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

(b) The definitive Bonds and the Initial Bonds shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(c) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Bonds.

The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bonds.

REGISTERED
No. R- _____

REGISTERED:
\$ _____

United States of America
State of Texas

CITY OF PLANO, TEXAS
MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE BOND
SERIES 2026¹

INTEREST RATE: MATURITY DATE: BOND DATE: CUSIP NUMBER:
_____ % _____ _____, 2026 _____

The City of Plano, Texas (the "City"), in the Counties of Collin and Denton, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on _____ and _____ of each year, commencing _____.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated office in _____, of _____, as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor.

Interest on this Bond is payable to the registered owner of this Bond on or before the interest payment date by (i) check dated as of the interest payment date, and sent on or before the interest payment date by first-class United States mail, postage prepaid, by the Paying Agent/Registrar to the registered owner at the address of such owner as appears in the registration books of the Paying Agent/Registrar or (ii) by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid, provided that the registered owner shall bear all risk and expense of such interest payment

¹ Conform the terms and provisions of this Bond to the terms and provisions specified in the Pricing Certificate.

method. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the _____ business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid to the address of each Owner of a Bond appearing on the registration books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$ _____ (herein referred to as the "Bonds"), issued pursuant to Subchapter C, Chapter 552, Texas Local Government Code, as amended and Chapter 1371, Texas Government Code, as amended, and a certain ordinance of the City (the "Ordinance"). Capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the Ordinance. The Bonds are being issued for the purpose of providing funds to (i) acquire, construct and repair structures, equipment and facilities for the City's municipal drainage utility system and (ii) pay the costs of issuing the Bonds.

The Bonds, together with certain outstanding parity lien revenue bonds of the City (the "Previously Issued Bonds"), constitute special obligations of the City and are payable solely from and equally secured by a first lien on and pledge of the Revenues of the System. The Bonds and the Previously Issued Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Revenues.

The City expressly reserves the right to issue additional revenue obligations in all things on a parity with the Bonds and the Previously Issued Bonds, payable solely from and equally secured by a first lien on and pledge of the Revenues of the System; provided, however, that any and all such additional obligations may be so issued only in accordance with and subject to the covenants, conditions, limitations and restrictions relating thereto which are set out and contained in the Ordinance to which reference is hereby made for more complete and full particulars.

[The City has reserved the option to redeem the Bonds maturing on and after _____, in whole or in part before their respective scheduled maturity dates, on _____, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.]

The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice, not less than 30 days before the date fixed for redemption, to the registered owner of each Bond or portion thereof to be redeemed by first-class United States mail, postage prepaid, at the address shown on the Register. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, that such limitation shall not apply to the uncalled principal balance of a Bond called for redemption in part.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the "Record Date" or the "Special Record Date", as applicable) and for all other purposes, whether or not this Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds to render the same lawful and valid have been properly done and have happened in regular and due time, form and manner as required by law; that the Bonds do not exceed any constitutional or statutory limitation; and that provision has been made for the payment of the principal of and interest on the Bonds by irrevocably pledging the Revenues of the System, as hereinabove recited.

The owner hereof shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signatures of the Mayor and City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

City Secretary
City of Plano, Texas

Mayor
City of Plano, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such Certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of Plano, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same, and that said Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts of
the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

Dated: _____, as
Paying Agent/Registrar

By: _____
Authorized Signature

(d) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED _____ (the "Transferor"), the undersigned, hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee:

(Social Security or Federal Employer Identification No. _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints as attorney to transfer the within Bond on the books kept for registration therefor, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the words "CUSIP NUMBER:" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on _____ in each of the years, in the principal installments, and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
--------------	-------------------------------	-----------------------

(Information to be inserted from schedule in the Pricing Certificate).

(iii) the Initial Bond shall be numbered T-1.

Section 6.03 CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services managed by FactSet Research Systems Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor bond counsel to the City are to be held responsible for CUSIP Numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion.

The approving legal opinion of Norton Rose Fulbright US LLP, Dallas, Texas, may be printed on the reverse side of or attached to each Bond above the certification of the City Secretary of the City, which may be executed in facsimile. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

ARTICLE VII

FUNDS AND ACCOUNTS

Section 7.01 Creation of Funds.

All revenues derived from the operation of the System shall be kept separate from other funds of the City. To that end, creation of the following special Funds is hereby confirmed:

- (a) "City of Plano, Texas Municipal Drainage Utility System Fund," hereinafter called the "System Fund."
- (b) "City of Plano, Texas Municipal Drainage Utility System Bond Fund," hereinafter called the "Bond Fund."

Section 7.02 System Fund.

(a) The City hereby covenants and agrees that the Revenues of the System (excluding earnings and income derived from investments held in the Bond Fund) shall be deposited as collected to the credit of the System Fund. All revenues deposited in the System Fund shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

First: To the payment of the amounts required to be deposited in the Bond Fund for the payment of Debt Service on the Bonds and the Previously Issued Bonds as the same becomes due and payable.

Second: To the payment of any amounts required to be deposited in any fund or account the City may establish that is related to the Bonds and any Additional Bonds.

(b) Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be transferred to the City's general fund or used for any lawful purpose including payment of Operating and Maintenance Expenses.

Section 7.03 Bond Fund.

(a) Moneys on deposit in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds and the Previously Issued Bonds as the same becomes due and payable. The City hereby covenants that there shall be deposited into the Bond Fund from the System Fund an amount sufficient to pay the principal of and interest on the Bonds and the Previously Issued Bonds when due, either at maturity or prior redemption. Deposits to the Bond Fund shall be made in substantially equal monthly installments on or before the 10th day of each month, beginning the month next following the delivery of the Bonds to the Purchasers.

(b) The required monthly deposits to the Bond Fund for the payment of principal of and interest on the Bonds shall continue to be made as hereinabove provided until (i) the total amount on deposit in the Bond Fund is equal to the amount required to fully pay and discharge all Outstanding Bonds or (ii) the Bonds are no longer Outstanding.

(c) Accrued interest and premium, if any, received from the sale of the Bonds, as well as earnings derived from the investment of moneys in the Bond Fund, shall be deposited to the credit of the Bond Fund and taken into consideration in determining the amount of the monthly deposits hereinabove required to be deposited in the Bond Fund from the Revenues of the System.

Section 7.04 Reserve Fund.

(a) The City may provide for the establishment of a Reserve Fund related to any Additional Bonds in accordance with the provisions to be set forth in an ordinance authorizing the issuance of such Additional Bonds, which ordinance will contain the terms and conditions of any Reserve Fund to be established. No Reserve Fund is being established by this Ordinance related to the Bonds.

(b) In accordance with the ordinances authorizing the issuance of the Previously Issued Bonds, the City hereby elects to discontinue the Reserve Fund that had been maintained in connection with the Previously Issued Bonds dated on or before May 1, 2021 and authorizes the withdrawal and transfer of monies in the Reserve Fund that was maintained in connection with the Previously Issued Bonds dated on or before May 1, 2021, to the Bond Fund.

Section 7.05 Deficiencies: Excess Revenues.

(a) If on any occasion there shall not be sufficient Revenues of the System to make the required deposits into the Bond Fund, then such deficiency shall be cured as soon as possible from the next available Revenues of the System, or from any other sources available for such purpose.

(b) Subject to making the required deposits to the Bond Fund in accordance with the provisions of this Ordinance, the ordinances authorizing the issuance of the Previously Issued Bonds, or any ordinance authorizing the issuance of Additional Bonds, the excess Revenues may be transferred to the City's general operating fund or used by the City for any lawful purpose.

Section 7.06 Security of Funds.

(a) Money in any Fund may, at the option of the City, be invested in funds and obligations authorized and identified in the Public Funds Investment Act, as amended (to the extent such funds and obligations are also authorized under the City’s investment policy), or other applicable law. All deposits and investments shall be made in such a manner that the money required to be expended from any Fund will be available at the proper time or times. All interest and income derived from deposits and investments in the Bond Fund immediately shall be credited to, and any losses debited to, the Bond Fund. All investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or any Previously Issued Bonds.

(b) To the extent amounts deposited to the credit of any Funds referenced herein are not invested, such uninvested amounts shall be secured in the manner and to the fullest extent required by laws of the State of Texas for the security of public funds.

ARTICLE VIII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 8.01 Sale of Bonds: Official Statement.

(a) The Bonds authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the “Purchase Contract”), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this City Council, and to make a determination as to whether the terms are in the City’s best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of any public offering of the Bonds by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City’s Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Bonds, if any;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers’ obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;

11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

(b) The Mayor and City Secretary of the City are further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

Section 8.02 Control and Delivery of Bonds.

(a) The Mayor is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchasers under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 8.03 Proceeds of Sale.

Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and any accrued interest received from the Purchasers of the Bonds or additional proceeds being deposited to the Bond Fund) shall be deposited with an official depository of the City to finance the permanent public improvements referenced in Section 3.01 hereof. The proceeds of sale of the Bonds not so deposited for the permanent public improvements shall be disbursed for payment of the costs of issuance or deposited in the Bond Fund for the Bonds, all in accordance with written instructions from the City or its financial advisor. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the Bond Fund as shall be determined by this City Council.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of Bonds.

While any of the Bonds are Outstanding, the Director of Finance (or other designated financial officer of the City) shall cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Bond Fund, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal of the Bonds accrues or matures or comes due by reason of redemption prior to maturity; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the last business day next preceding the date of payment for the Bonds.

Section 9.02 Issuance of Additional Parity Bonds.

Subject to the provisions hereinafter appearing as to conditions precedent which must be satisfied, the City reserves the right to issue, from time to time as needed, Additional Bonds for any authorized purpose, including the issuance of refunding bonds. Such Additional Bonds may be issued in such form and manner as now or hereafter authorized by the laws of the State of Texas for the issuance of evidences or instruments, and should new methods or financing techniques be developed that differ from those now available and in normal use, the City reserves the right to employ the same in its financing arrangements provided that the following conditions precedent for the authorization and issuance of the same are satisfied, to wit:

(i) The officer of the City then having the primary responsibility for the financial affairs of the City shall have executed a certificate stating (a) that, to the best of his or her knowledge and belief, the City is not then in default as to any covenant, obligation or agreement contained in any ordinance or other proceeding relating to any obligations of the City payable from and secured by a lien on and pledge of the Revenues of the System that would materially affect the security or payment of such obligations and (b) either (i) payments into all special Funds maintained for the payment and security of all outstanding obligations payable from and secured by a lien on and pledge of the Revenues of the System have been made and that the amounts on deposit in such special Funds equal or exceed the amounts then required to be on deposit therein or (ii) the application of the proceeds of sale of such obligations then being issued will cure any such deficiency;

(ii) The Additional Bonds shall be scheduled to mature or be payable as to principal on May 15 or November 15 (or both) in each year the same are to be outstanding or during the term thereof; and

(iii) The City has secured a certificate or opinion of an Accountant to the effect that, according to the books and records of the City, the Net Revenues for the last completed Fiscal Year, or for 12 consecutive months out of the 18 months immediately preceding the month in which the ordinance authorizing the issuance of the then proposed Additional Bonds is passed, are at least equal to 1.25 times the Average Annual Debt Service for all Outstanding Bonds, Outstanding Previously Issued Bonds and any Outstanding Additional Bonds after giving effect to the issuance of the Additional Bonds then being issued. In making a determination of the Net Revenues, the Accountant may take into consideration a change in the charges for services afforded by the System that became effective at least 60 days prior to the last day of the period for which Net Revenues

are determined and, for purposes of satisfying the above Net Revenues test, make a pro forma determination of the Net Revenues of the System for the period of time covered by his certification or opinion based on such change in charges being in effect for the entire period covered by the certificate or opinion of the Accountant.

Section 9.03 Issuance of Obligations of Inferior Lien and Pledge.

The City hereby reserves the right to issue obligations payable from and secured by a lien on and pledge of the Revenues of the System, junior and subordinate in rank and dignity to the lien and pledge securing the payment of the Bonds and the Previously Issued Bonds, as may be authorized by the laws of the State of Texas.

Section 9.04 Refunding Bonds.

The City reserves the right to issue refunding bonds to refund all or any part of the Bonds and the Previously Issued Bonds (pursuant to any law then available) upon such terms and conditions as the City Council of the City may deem to be in the best interest of the City and its inhabitants, and if less than all of such Bonds and the Previously Issued Bonds then Outstanding are refunded, the conditions precedent prescribed (for the issuance of Additional Bonds) set forth in Section 9.02 hereof shall be satisfied and the certificate or opinion of the Accountant required in Section 9.02 shall give effect to the Debt Service of the proposed refunding bonds (and shall not give effect to the Debt Service on the bonds being refunded following their cancellation or provisions being made for their payment). Notwithstanding the foregoing, to the extent that the City issues refunding bonds to refund the Bonds or Additional Bonds issued after the issuance of the Bonds and such refunding will result in a net debt service savings to the City, the certificate or opinion of an Accountant set forth in Section 9.04(iv) above shall not be required to be provided as a condition precedent to the issuance of such Additional Bonds.

Section 9.05 Maintenance and Operation - Insurance.

In regard to the operations and properties of the System, the City agrees to carry and maintain liability and property damage insurance of the kind and in the amounts customarily carried by municipal corporations in Texas on such kind of properties; provided, however, the City, in lieu of and/or in combination with carrying such insurance, may self-insure against all perils and risks by establishing self-insurance reserves. Annually each year, not later than the end of each Fiscal Year, the City shall prepare or cause to be prepared by a person competent and knowledgeable in such matters a written evaluation of the adequacy of such self-insurance and/or insurance coverage and of any recommended changes in regard to the City's insurance/self-insurance policies, practices and procedures.

Section 9.06 Records - Accounts - Accounting Reports.

The City hereby covenants, reaffirms and agrees that so long as any of the Bonds, or any interest thereon, remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the operation of the System separate and apart from all other records and accounts in which complete and correct entries shall be made of all transactions relating to said System, and that the Owner or Owners of any of such Bonds or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto, and to inspect the System and all properties comprising same. The City further agrees that within 60 days following the close of each Fiscal Year it will cause an audit of such books and accounts to be initiated by an

independent firm of Accountants, showing the receipts and disbursements for account of the System for the Fiscal Year.

Each such audit, in addition to whatever other matters may be thought proper by the firm of Accountants, shall particularly include the following:

(a) A detailed statement of the income and expenditures of the System for such Fiscal Year.

(b) A balance sheet as of the end of such Fiscal Year.

(c) The Accountants' comments regarding the manner in which the City has carried out the requirements of this Ordinance and his recommendations for any changes or improvements in the operation, records and accounts of the System.

(d) A list of the insurance policies in force at the end of the Fiscal Year on the System properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date.

Expenses incurred in making the audits above referred to are to be regarded as maintenance and operating expenses and paid as such. Copies of the aforesaid annual audit shall be furnished to the original purchasers of the Bonds and any subsequent Owner upon written request. At the close of the first six-month period of each Fiscal Year, the City Secretary of the City is hereby directed to furnish a copy of an operating and income statement in reasonable detail covering such period to any bondholder upon written request therefor, received not more than 30 days after the close of said six-month period. Any Owner shall have the right to discuss with the Accountant making the annual audit the contents thereof and to ask for such additional information as he may reasonably require.

Section 9.07 Sale or Lease of Properties.

The City, to the extent and in the manner authorized by law, may sell or exchange for consideration representing the fair value thereof, as determined by the City Council of the City, any property of the System which is obsolete, damaged or worn out or otherwise unsuitable. The proceeds of any sale of properties of the System shall be deposited in the System Fund.

Section 9.08 Satisfaction of Obligation of City.

The Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

Section 9.09 Bonds as Negotiable Instruments.

Each of the Bonds shall be deemed and construed to be an "Investment Security" and, as such, a negotiable instrument, within the meaning of Article 8 of the Texas Uniform Commercial Code.

Section 9.10 Special Covenants.

The City further covenants and agrees by and through this Ordinance as follows:

(i) It has the lawful power to pledge the Revenues of the System to the payment of the Bonds to the extent provided herein and has lawfully exercised said power under the Constitution and laws of the State of Texas, including the Act, and that the Bonds issued hereunder, together with the Previously Issued Bonds and any Additional Bonds, shall be ratably secured in such manner that no one bond shall have preference over any other bond of said issues.

(ii) The Revenues of the System have not been in any manner pledged or encumbered to the payment of any debt or obligation of the City or the System, save and except for the Bonds and the Previously Issued Bonds; provided that the City has reserved the right pursuant to Section 9.03 hereof to issue subordinate lien obligations.

(iii) To exercise and pursue with due diligence available remedies provided by law for the collection of delinquent drainage charges, including the power under Section 552.050 of the Act to discontinue all utility services, particularly water and sewer services provided by the City to a user of benefited property who is delinquent in the payment of drainage charges.

Section 9.11 Ordinance a Contract - Amendments.

This Ordinance shall constitute a contract with the Owners from time to time, be binding on the City, and shall not be amended or repealed by the City while any Bond remains Outstanding except as permitted in this Section and Section 11.05. The City, may, without the consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, to cure any ambiguity, inconsistency, or formal defect or omission herein and to provide additional security for the payment of the Bonds. In addition, the City may, with the written consent from the owners holding a majority in aggregate principal amount of the Bonds then Outstanding (excluding Bonds acquired by or held for the account of the City) affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the written consent of all Owners of Bonds then Outstanding, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held for consent to any such amendment, addition, or rescission.

Section 9.12 Provisions Concerning Federal Income Tax Exclusion.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other

than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce

such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the City shall pay to the United States out of the general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager and Director of Finance of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

Section 9.13 Continuing Obligation.

Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of Section 9.12 shall survive the defeasance and discharge of the Bonds.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01 Remedies in Event of Default.

In addition to all rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City:

(a) defaults in payments to be made to the Bond Fund as required by this Ordinance; or

(b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Owners of any of the Bonds shall be entitled to a writ of mandamus issued by a court of property jurisdiction, compelling and requiring the City and its officers to observe and perform any covenant, condition or obligation prescribed in this Ordinance. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

The specific remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

ARTICLE XI

CONTINUING DISCLOSURE UNDERTAKING

Section 11.01 Applicability and Definitions.

This Article shall apply, with such updates, if any, set forth in the Pricing Certificate, unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

Definitions. As used in this Article, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2 12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

Section 11.02 Annual Reports.

(a) The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year beginning in the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer under the Tables specified by the Pricing Officer in the Pricing Certificate and (2) audited financial statements of the City within 12 months after the end of each fiscal year beginning in the year stated in the Pricing Certificate. If the audit of such financial statements is not complete within 12 month after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for

such fiscal year when and if the audit report on such financial statements becomes available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 11.03 Notice of Certain Events.

(a) The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items 15 and 16 in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 11.02(a) hereof by the time required by such Section.

Section 11.04 Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

Section 11.05 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any Bond calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 11.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XII

RESERVED

ARTICLE XIII

ATTORNEY GENERAL MODIFICATION

Section 13.01 Attorney General Modification.

In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary of the City and the City Secretary of the City shall insert such changes into this Ordinance as if approved on the date hereof.

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PASSED AND APPROVED on the 13th day of April, 2026.

John B. Muns, Mayor

ATTEST:

Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

Paige Mims, City Attorney

(City Seal)

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2026 (this "Agreement"), by and between _____, a national association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Plano, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Plano, Texas Municipal Drainage Utility System Revenue Bonds, Series 2026" (the "Securities"), dated _____, 2026, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2026; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

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

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE THREE PAYING AGENT

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

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

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

ARTICLE FOUR REGISTRAR

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

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority,

such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE FIVE THE BANK

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

Section 5.02 Reliance on Documents, Etc.

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

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

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

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

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

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

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

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

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

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

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

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

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

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

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

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

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

ARTICLE SIX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent

under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page left blank intentionally.]

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

[BANK]

By: _____

Title: _____

Address: _____

CITY OF PLANO, TEXAS

By: _____
_____ and Pricing Officer

Address: 1520 K Avenue
Plano, Texas 75074



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Finance
DIRECTOR: Denise Tacke, Director of Finance
AGENDA ITEM: To authorize the issuance of Waterworks & Sewer System Revenue Refunding Bonds
RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To authorize the issuance of "City of Plano, Texas, Waterworks & Sewer System Revenue Refunding Bonds, Series 2026"; pledging the net revenues of the City's combined waterworks and sewer system to the payment of the principal of and interest on said Bonds; resolving other matters incident and related to the issuance, payment, security, sale and delivery of said Bonds, including establishing parameters and delegating matters to certain City officials; and providing a severability clause and an effective date. **Adopted Ordinance No. 2026-4-9**

BACKGROUND

The proceeds of this Bond sale will be used to refund the City's Waterworks and Sewer System Revenue Bonds, Series 2016, and to pay certain costs incurred in connection with the issuance of the Bonds.

FINANCIAL SUMMARY/STRATEGIC GOALS

This Ordinance permits the City of Plano to sell Waterworks and Sewer System Revenue Bonds to refund approximately \$14,885,000 in outstanding obligations payable from revenues of the water and sanitary sewer system and to pay the costs of issuance associated with the sale of the Bonds. The City will repay the bonds over a 10-year term through a lien on and pledge of the revenues of the system. The exact amount of interest and principal to be paid will be determined by a competitive bid process.

Approval of this Ordinance supports the Strategic Plan Critical Success Factors of Safe, Vibrant Neighborhoods and Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
PLANO WS REF 2026	4/2/2026	Ordinance

An Ordinance of the City of Plano, Texas authorizing the issuance of “City of Plano, Texas, Waterworks and Sewer System Revenue Refunding Bonds, Series 2026”; pledging the net revenues of the City’s combined waterworks and sewer system to the payment of the principal of and interest on said Bonds; resolving other matters incident and related to the issuance, payment, security, sale and delivery of said Bonds, including establishing parameters and delegating matters to certain City officials; and providing a severability clause and an effective date.

WHEREAS, the City Council (the “Council”) of the City of Plano, Texas (the “City”) heretofore issued, sold, and delivered, and there is currently outstanding, obligations of the following issue or series (hereinafter referred to as the “Refunded Bonds”), to wit: City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2016, dated April 15, 2016, and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended (“Chapter 1207”), the City Council is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the Refunded Bonds, or other authorized depository, and such deposit, when made in accordance with said statute, and ordinances authorizing the issuance of the Refunded Bonds, shall constitute the making of firm banking and financial arrangements for their discharge and final payment; and

WHEREAS, the Council by this Ordinance, in accordance with the provisions of Section 1207.007 of Chapter 1207 and Texas Government Code, Chapter 1371, as amended (“Chapter 1371”), delegates to a Pricing Officer (hereinafter designated) the authority to determine the principal amount and certain other specified terms of the Bonds to be issued and to negotiate the terms of sale thereof and select the specific maturities, in whole or in part, of the Refunded Bonds to be refunded, with such determination, among other information and terms, to be included in a pricing certificate (the “Pricing Certificate”) to be executed by the Pricing Officer; and

WHEREAS, in the ordinance authorizing the Previously Issued Bonds (defined herein), the City reserved the right to issue additional bonds on a parity therewith, payable from and equally secured by a lien on and pledge of the Net Revenues (as hereinafter defined), but only pursuant to and subject to the covenants, conditions, limitations and restrictions contained in the ordinance authorizing the Previously Issued Bonds; and

WHEREAS, the Council has found and determined that the bonds herein authorized may and shall be issued as Additional Bonds (defined herein) on a parity with the Outstanding Bonds Similarly Secured (defined herein) in that:

(a) The City is not in default as to any covenant, condition, or obligation contained in this Ordinance or the ordinances authorizing the issuance of the Bonds Similarly Secured;

(b) Each of the special funds created for the payment and security of the Bonds Similarly Secured contains the amount of money required to be on deposit therein;

(c) Prior to the delivery of the bonds authorized by this Ordinance, the City has secured from a certified public accountant a certificate or opinion showing that the Net Earnings of the City’s waterworks and sewer system (the “System”) for either the completed Fiscal Year next preceding the date of the proposed bonds authorized by this Ordinance or a consecutive twelve month period out of the last fifteen (15) months next preceding the date of the proposed bonds authorized by this Ordinance is equal to the lesser of (i) at least 1.25 times the average annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the

issuance of the proposed bonds authorized by this Ordinance) of all Bonds Similarly Secured that will be Outstanding after the issuance of the proposed bonds authorized by this Ordinance or (ii) at least 1.10 times the maximum annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the issuance of the bonds authorized by this Ordinance) of all Bonds Similarly Secured that will be Outstanding after the issuance of the proposed bonds authorized by this Ordinance. However, (A) should the certificate of the accountant certify that the Net Earnings of the System for the period covered thereby were less than required above, and (B) a change in the rates and charges for services afforded by the System became effective at least 60 days prior to the last day of the period covered by the accountant's certificate, and (C) the accountant's certificate may state that, had such change in rates and charges been effective for the entire period covered by the accountant's certificate, the Net Earnings covered by the accountant's certificate would have been, in his or their opinion, equal to the lesser of (i) at least 1.25 times the average annual principal and interest requirements (calculated on a Fiscal Year basis) of the Outstanding Bonds Similarly Secured or (ii) at least 1.10 times the maximum annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the issuance of the proposed bonds authorized by this Ordinance) after giving effect to the issuance of the bonds authorized by this Ordinance and the Outstanding Bonds Similarly Secured, then, in such event, the coverage specified in the first sentence of this paragraph (c) shall not be required for the period specified, and such accountant's certificate will be sufficient if accompanied by an engineer's certificate to the above effect;

(d) This Ordinance requires that deposits shall be made into the Interest and Sinking Fund in amounts adequate to pay the principal and interest requirements of the bonds authorized by this Ordinance as the same become due; and

(e) The bonds authorized by this Ordinance are scheduled to mature on May 1 or November 1 (or both) of each of the years in which they are scheduled to mature or become due; and

WHEREAS, the Council finds and determines that it is in the best interest of the City and its inhabitants to proceed with the issuance of bonds to provide funds for the purposes hereinafter specified.

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

SECTION I. Authorization - Designation - Principal Amount - Purpose. Revenue refunding bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount set forth in the Pricing Certificate to be designated and bear the title "CITY OF PLANO, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2026", (herein referred to as the "Bonds") for the purpose of (i) refunding certain outstanding obligations payable from revenues of the City's combined waterworks and sewer system (identified in the preamble hereof as the "Refunded Bonds") and (ii) to pay the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended.

SECTION II. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Maximum Rate - Bond Date. The Bonds are issuable in fully registered form only; shall be dated as provided in the Pricing Certificate (the "Bond Date"), and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), and the Bonds shall become due and payable on a date certain in each of the years and in principal amounts

(the "Stated Maturities") and bear interest at per annum rates in accordance with the details of the Bonds as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amount from the date(s) specified in the Pricing Certificate at the rates per annum shown in the Pricing Certificate until such principal shall have been paid or duly provided for at or after the Stated Maturity of each Bond or any earlier redemption date. The amount of interest to be paid each payment period shall be computed on the basis of a 360-day year of twelve 30-day months and such interest shall be payable each year on the dates and commencing on the date set forth in the Pricing Certificate.

SECTION III. Delegation of Authority to Pricing Officer. As authorized by Chapter 1371, the City Manager or the Director of Finance of the City (either, the "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including selection of the maturities, in whole or in part, of the Refunded Bonds to be refunded, determining the aggregate principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, determining whether the Bonds shall be issued in one or more series or subseries, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Bonds will accrue, the record date, the interest payment dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the designation of one or more paying agent/registrars, designation of one or more escrow agents, if applicable, satisfying the requirements of Texas Government Code, Chapter 1207, as amended, the terms of any bond insurance applicable to the Bonds, including any modification of the continuing disclosure undertaking contained in Section XLV hereof as may be required by the purchasers of the Bonds in connection with any amendments to the Rule (hereinafter defined), and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$17,000,000;
- (ii) the maximum true interest cost rate for the Bonds shall not exceed 4.50%;
- (iii) the refunding must produce a net present value debt service savings of at least 2.00% of the debt service on the Refunded Bonds, net of any contribution by the City; and
- (iv) the maximum maturity date for the Bonds shall not exceed May 1, 2036.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to make the selection of a municipal bond insurance company for the Bonds (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Bonds. The Pricing Officer shall have the authority to determine the provisions of the commitment

for any such policy and to execute any documents to affect the issuance of said policy by the Insurer.

In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection III(a) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the date of the adoption of this Ordinance. The Bonds shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION IV. Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Bonds (the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar. Any such payments shall be payable, without exchange or collection charges, to the Holder in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as Exhibit A and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds, shall be payable at their Stated Maturities or upon their earlier redemption only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate (the "Designated Payment/Transfer Office"). The Paying Agent/Registrar shall pay interest on the Bonds only to the Holders whose names appear in the Security Register at the close of business on the "Record Date" (which shall be set forth in the Pricing Certificate) and such interest payments shall be made either by: (i) check sent United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register on the Record Date or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder at the Holder's risk and expense. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding

day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such past due interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION V. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, as provided herein and in accordance with the provisions of the Paying Agent/Registrar Agreement and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds, maturity, and amount in authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond(s) authorized in Section VIII hereof) at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds, executed on behalf of and furnished by the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) authorized in Section VIII hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the City to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer under this Section are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any Bond registered and delivered pursuant to Section XXX hereof in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION VI. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in the applicable sections hereof and in the Pricing Certificate relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations, by and between the City and DTC (the "Depository Agreement").

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or in the event the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the applicable provisions hereof and in the Pricing Certificate.

SECTION VII. Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor or the Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers and the seal of the City on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of adoption of the Ordinance

shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section IX(c), executed by facsimile or manually by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section IX(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION VIII. Initial Bond(s). The Bonds herein authorized shall be initially issued as (1) a single fully registered bond in the total principal amount with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, or, alternatively, (2) as one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond and exchange it for definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the named Holders at the addresses identified for such purpose; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION IX. Forms.

(a) **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or as determined by the Pricing Officer or the officers executing such Bonds as evidenced by their execution thereof. The Pricing Certificate shall set forth the final and controlling forms and terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

The City may provide (i) for issuance of one fully registered Bond for each Stated Maturity in the aggregate principal amount of each Stated Maturity and (ii) for registration of such Bonds in the name of a securities depository, or the nominee thereof. While any Bond is registered in the name of a securities depository or its nominee, references herein and in the Bonds to the Holder or registered owner of such Bond shall mean the securities depository or its nominee and shall not mean any other person.

(b) Form of Definitive Bond.

REGISTERED
NO. R- _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF PLANO, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE REFUNDING BOND
SERIES 2026

Bond Date:
_____, 20__

Interest Rate:

Stated Maturity:
_____, 1, ____

CUSIP NO.

Registered Owner:

Principal Amount:

DOLLARS

The City of Plano, Texas (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, hereby promises to pay to the registered owner named above, or the registered assigns thereof, solely from the Net Revenues, as provided in the Ordinance, on the Stated Maturity date specified above or date of redemption, the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable ____ 1 and ____ 1 of each year commencing _____, until maturity or prior redemption. Principal of this Bond shall be payable to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the ____ day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts and shall be made by the Paying Agent/Registrar by check

sent on or prior to the appropriate date of payment by United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") pursuant to the Pricing Certificate and an ordinance adopted by the governing body of the City (the "Bond Ordinance," and jointly with the Pricing Certificate, the "Ordinance"), for the purpose of (i) refunding certain outstanding obligations payable from revenues of the City's waterworks and sewer system (identified in the preamble hereof as the "Refunded Bonds") and (ii) to pay the costs and expenses of issuance in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and the Ordinance.

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20__		Term Bonds due _____, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
_____, 20__		_____, 20__	
_____, 20__*		_____, 20__*	

* Stated maturity.

The particular Term Bonds of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least fifty (50) days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on and after _____, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on _____, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States mail, first class postage prepaid, to the registered owners of each Bond to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are special obligations of the City payable, together with Previously Issued Bonds, solely from and secured by a lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's waterworks and sewer system (the "System"). The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Net Revenues. The registered owner hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Subject to satisfying the terms and conditions prescribed therefor, the City has reserved the right to issue additional revenue obligations payable from and equally and ratably secured by a parity lien on and pledge of the Net Revenues, in the same manner and to the same extent as the Bonds.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner by his acceptance hereof hereby assents, for the definitions of terms; the description of and the nature and extent of the security for the Bonds; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the

Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; the terms and conditions for the issuance of additional revenue obligations; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owner; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond deemed to be no longer Outstanding thereunder; and, for other terms and provisions contained therein. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of non-payment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited and represented and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a pledge of the Net Revenues as aforesated. In case any provision in this Bond or any application thereof 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. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF PLANO, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

(
(REGISTER NO. _____
(

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Acting Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____ is the Designated Payment/Transfer Office for this Bond.

as Paying Agent/Registrar

Registration Date: _____

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number: _____
_____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) Form of Initial Bond(s): The Initial Bond shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

The heading and first paragraph shall be amended to read as follows:

NO. T-1

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF PLANO, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE REFUNDING BOND
SERIES 2026

Bond Date: _____, 2026

Registered Owner:

Principal Amount:

DOLLARS

The City of Plano (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, hereby promises to pay to the registered owner named above, or the registered assigns thereof, solely from the revenues hereinafter identified, on _____ in each of the years and in principal amounts and bearing interest at per annum interest rates in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
-------------	-----------------------------	--------------------------

(Information to be inserted from maturity schedule in the Pricing Certificate)

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid Principal Amount hereof from _____ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ of each year, commencing _____, until maturity or prior redemption. Principal of this Bond shall be payable to the registered owner hereof, upon presentation and surrender to _____ (the "Paying Agent/Registrar"), at its designated offices, initially in _____, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest shall be payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____ day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION X. Definitions. For purposes of this Ordinance and in particular for clarity with respect to the issuance of the Bonds herein authorized and the pledge and appropriation of revenues therefor, the following definitions are provided:

(a) The term “Additional Bonds” shall mean the additional parity revenue obligations which the City reserves the right to issue in this Ordinance.

(b) The term “Bonds” shall mean the waterworks and sewer system revenue refunding bonds authorized by this Ordinance and designated as “City of Plano, Texas, Waterworks and Sewer System Revenue Refunding Bonds, Series 2026.”

(c) The term “Bonds Similarly Secured” means the Bonds, the Previously Issued Bonds and Additional Bonds.

(d) The term “Fiscal Year” shall mean the twelve months’ period ending September 30 of each year, unless otherwise designated by the City.

(e) The term “Net Revenues” shall mean the gross revenues of the System less the expense of operation and maintenance, all salaries, labor, materials, repairs, and extensions necessary to render efficient service, provided, however, that only such expenses for repairs and extensions as in the judgment of the City, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition that would otherwise impair any obligations payable from the net revenues of the System, shall be deducted in determining “Net Revenues.” Contractual payments for the purchase of water or the treatment of sewage shall be a maintenance and operating expense of the System to the extent provided in any contract therefor and as may be authorized by law. Depreciation shall never be considered as an expense of operation and maintenance.

(f) The term “Ordinance” means this Ordinance under which the Bonds are authorized.

(g) The terms “Outstanding” and “outstanding”, when used in this Ordinance with respect to Bonds or Additional Bonds means, as of the date of determination, all bonds theretofore issued and delivered, except:

(1) those bonds theretofore canceled by the paying agent/registrar or delivered to the paying agent/registrar for cancellation;

(2) those bonds for which payment has been duly provided by the City by the irrevocable deposit with the paying agent/registrar, or an authorized escrow agent, of money, or government securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or redemption, as the case may be, provided that, if such bonds are to be redeemed, notice of redemption thereof shall have been duly given pursuant to the ordinance authorizing such bonds or irrevocably provided to be given to the satisfaction of the paying agent/registrar, or waived;

(3) those bonds that have been mutilated, destroyed, lost or stolen and replacement bonds have been registered and delivered in lieu thereof as provided in the ordinance authorizing such bonds.

(h) The term "Previously Issued Bonds" means bonds issued on a parity with the Bonds and Additional Bonds, including the Outstanding "City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2016," dated April 15, 2016, "City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2018," dated April 15, 2018, "City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2021," dated May 1, 2021 and "City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2025," dated May 1, 2025.

(i) The term "System" shall mean the City's combined Waterworks and Sewer System, including all present and future additions, extensions, replacements, and improvements thereto.

SECTION XI. Pledge of Revenues. That the City hereby covenants and agrees that the Net Revenues of the System, with the exception of those in excess of the amounts required for the payment and security of the Bonds Similarly Secured, are hereby irrevocably pledged to the payment and security of the Bonds Similarly Secured, including the establishment and maintenance of the special funds created and established for the payment and security thereof, all as hereinafter provided, and it is hereby ordained that the Bonds Similarly Secured, and the interest thereon, shall constitute a lien on the Net Revenues of the System and be valid and binding without any filing or recording except for the filing of this Ordinance in the records of the City.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Bonds and the pledge of the revenues granted by the City under this Section of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are Outstanding and unpaid such that the pledge of the revenues granted by the City under this Section of this Ordinance is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the Holders of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION XII. Rates and Charges. For the benefit of the original purchasers as well as the ultimate owners of the Bonds and the Bonds Similarly Secured, and, in addition to all provisions and covenants in the laws of the State of Texas and in this Ordinance, it is expressly stipulated that the City shall, at all times while any of the Bonds Similarly Secured are Outstanding and unpaid, maintain rates and collect charges for the facilities and services afforded by the System, as required by Texas Government Code, Section 1502.057, as amended, which will provide revenues sufficient at all times to:

(a) Pay for all operation, maintenance, depreciation, replacement, and betterment charges of said System;

(b) Produce Net Revenues each year in an amount reasonably estimated to be not less than the annual principal and interest requirements of the Bonds Similarly Secured scheduled to come due and mature in each year;

(c) Maintain the Reserve Fund, if any, provided and established for the benefit and security of the Bonds Similarly Secured; and

(d) Pay all other outstanding indebtedness against said System as and when the same becomes due.

SECTION XIII. Revenue Fund. The City covenants that it will deposit, as collected, all revenues of every nature derived from the operation of the System into a separate account known as the "City of Plano, Texas, Waterworks and Sewer System Revenue Fund (herein called the "Revenue Fund") which is hereby established which shall be maintained and kept separate and apart from all other funds of the City, and, further, that said Revenue Fund shall be pledged and appropriated to the following uses and in the order of precedence shown:

First: To the payment of all necessary and reasonable maintenance and operation expenses of the System as said expenses are defined by law;

Second: To the payment, equally and ratably, of the amounts required to be deposited in the Interest and Sinking Fund created and established for the payment of principal of and interest on the Bonds Similarly Secured as the same becomes due and payable;

Third: To the payment of the amounts required, if any, to be deposited to any Reserve Fund to accumulate and maintain therein the Required Reserve Amount, if any, in accordance with the provisions of Section XV hereof;

Fourth: To the payment of any other indebtedness payable from and secured, in whole or in part, by a lien on and claim against the Net Revenues of the System; and

Fifth: Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provisions for the payment thereof, may be appropriated and used for any other purpose now or hereafter permitted by law.

SECTION XIV. Interest and Sinking Fund. There is hereby established and the City agrees to maintain the "City of Plano, Texas, Series Waterworks and Sewer System Interest and Sinking Fund" (the "Interest and Sinking Fund"). The City covenants that from the funds in the Revenue Fund, the City shall pay into the Interest and Sinking Fund during each year in which any of the Bonds Similarly Secured are outstanding, an amount equal to one hundred percent (100%) of the amount required to meet the principal and interest payments falling due on or before the next interest payment, maturity or redemption date of the Bonds Similarly Secured, such payments to be made in substantially equal monthly installments. If the revenues of the System in any month, after deductions for maintenance and operation expenses, are then insufficient to make the required payments into the Interest and Sinking Fund, then the amount of any deficiency in the payment shall be added to the amount otherwise required to be paid into the Interest and Sinking Fund in the next month. All moneys paid into the Interest and Sinking Fund shall be deposited in a City depository bank, and the Mayor, Mayor Pro Tem, City Manager, Director of Finance or City Secretary, any one or more of said officials of the City, shall cause the depository bank, not later than any principal or interest payment date, to transfer the amount then to become due to the paying agent.

SECTION XV. Reserve Fund.

(a) Establishment. A Reserve Fund shall not be required to be established or maintained by the City for the payment of the Bonds or any other Bonds Similarly Secured so long as the Net Revenues of the System for a Fiscal Year equal or exceed one hundred fifty per cent (150%) of the annual debt service requirements of Bonds Similarly Secured due and payable in such Fiscal Year. If for any Fiscal Year such Net Revenues do not exceed 150% of the annual debt service requirements of the Bonds Similarly Secured, the City shall be obligated to establish and maintain on the books of the City a separate fund or account designated as the "City of Plano, Texas, Waterworks and Sewer System Reserve Fund" (the "Reserve Fund"). Upon being established and except as provided in below, the amount on deposit to the credit of the Reserve Fund shall be maintained for the benefit of the owners of the Bonds Similarly Secured. The amounts deposited to the credit of the Reserve Fund shall be in a special fund maintained at a depository of the City. Monies or investments held in the Reserve Fund shall be used for the purpose of retiring the last of the Bonds Similarly Secured as they become due or paying principal of and interest on the Bonds Similarly Secured when and to the extent the amounts in the Interest and Sinking Fund are insufficient for such purpose.

When a Reserve Fund is required to be established as noted above and while the same is required to be maintained, the Required Reserve Amount (the "Required Reserve Amount") to be accumulated and maintained in the Reserve Fund shall be determined and re-determined as follows:

(1) ten per cent (10%) of the average annual debt service requirement for all Bonds Similarly Secured if the Net Revenues for the previous Fiscal Year were less than 150% of the annual debt service requirement for such Fiscal Year;

(2) twenty per cent (20%) of the average annual debt service requirement for all Bonds Similarly Secured if the Net Revenues for the previous Fiscal Year were less than one hundred forty percent (140%) of the annual debt service requirement for such Fiscal Year, but greater than or equal to one hundred thirty percent (130%) of the annual debt service requirement for such Fiscal Year;

(3) thirty per cent (30%) of the average annual debt service requirement for all Bonds Similarly Secured then Outstanding if the Net Revenues for the previous Fiscal Year were less than one hundred thirty percent (130%) of the annual debt service requirement for such Fiscal Year, but greater than or equal to one hundred twenty percent (120%) of the annual debt service requirement for such Fiscal Year;

(4) forty per cent (40%) of the average annual debt service requirement for all Bonds Similarly Secured if the Net Revenues for the previous Fiscal Year were less than one hundred twenty percent (120%) of the annual debt service requirement for such Fiscal Year, but greater than or equal to one hundred ten percent (110%) of the annual debt service requirement for such Fiscal Year; and

(5) fifty per cent (50%) of the average annual debt service requirement for all Bonds Similarly Secured if the Net Revenues for the previous Fiscal Year were less than 110% of the annual debt service requirement for such Fiscal Year.

The City shall review the amount, if any, on deposit in the Reserve Fund within thirty (30) days of the receipt of the audited financial statements applicable to the System for the preceding Fiscal Year to determine compliance with the provisions of subparagraph (1), (2), (3), (4) and (5) of

subsection (a) of this Section. If at any time the City is required to fund the Required Reserve Amount, or to increase the Required Reserve Amount, the Required Reserve Amount or increase in the Required Reserve Amount, as applicable, shall be funded as provided in subsection (b) of this Section in not more than sixty (60) substantially equal consecutive monthly deposits commencing not later than the month following the receipt of audited financial statements for the System for the preceding Fiscal Year.

(b) Funding. The Required Reserve Amount, if required, shall be established and maintained with Net Revenues of the System, transfer(s) of funds from refunded obligations, proceeds of sale of Bonds Similarly Secured, or by depositing to the credit of the Reserve Fund, to the extent permitted by law, one or more surety bonds or insurance policies issued by a company or institution which at the time of such deposit has a rating in one of the two highest rating categories by two nationally recognized rating agencies or services, or any combination thereof. The City hereby covenants and agrees to accumulate in the Reserve Fund the Required Reserve Amount either by depositing, from Net Revenues, in not more than sixty (60) substantially equal monthly payments, which initial fractional payment thereof shall be made on or before the fifteenth (15th) day of the month next following the determination that additional amounts need to be accumulated in the Reserve Fund to satisfy the Required Reserve Amount or by funding the Reserve Fund in the Required Reserve Amount from funds received from the transfer of funds from refunded obligations, from proceeds of sale of Bonds Similarly Secured, or by depositing one or more surety bonds or insurance policies issued by a company or companies meeting the aforesaid criteria, or any combination of the foregoing.

Concurrently with the delivery of a series of Additional Bonds, the appropriate City officials shall determine the Required Reserve Amount as well as the amount then held in the Reserve Fund, and the amount of such difference shall be deposited in the said Reserve Fund (i) by depositing to the credit of the Reserve Fund (concurrently with the delivery of the then proposed Additional Bonds) cash or an additional surety bond or insurance policy or revised surety bond or revised insurance policy with coverage in an amount sufficient to provide for the new Required Reserve to be fully or partially funded, or (ii) at the option of the City, in not more than sixty (60) substantially equal consecutive monthly payments, cash, the initial payment to be made on or before the fifteenth (15th) day of the month next following the month in which such Additional Bonds are delivered (or 1/60th of the balance of the additional amount not deposited immediately in cash or provided by a surety bond or insurance policy).

When and so long as the cash and investments in the Reserve Fund and/or coverage afforded by a surety bond or insurance policy held for the account of the Reserve Fund total not less than the Required Reserve Amount, no deposits need be made to the credit of the Reserve Fund; but, if and when the Reserve Fund at any time contains less than the Required Reserve Amount (or so much thereof as shall then be required to be contained therein if Additional Bonds have been issued and the City has elected to accumulate all or a portion of the Required Reserve Amount with Net Revenues), the City covenants and agrees to cause monthly deposits to be made to the Reserve Fund on or before the fifteenth (15th) day of each month (beginning the month next following the month the deficiency in the Required Reserve Amount occurred) from Net Revenues of the System in an amount equal to either (i) one-sixtieth (1/60th) of the Required Reserve Amount until the total Required Reserve Amount then required to be maintained in said Fund has been fully restored or (ii) the amounts to pay principal of and interest on Bonds Similarly Secured held by an insurer, or evidenced by an instrument of assignment entitling an insurer to payment of principal of and interest on Bonds Similarly Secured, as a result of payments or draws made on a surety bond or insurance policy held for the account of the Reserve Fund, and such payments will result in (x) the principal of and/or interest on such Bonds Similarly Secured to be paid and

(y) the restoration and replenishment of the surety bond or insurance policy coverage representing all or a portion of the Required Reserve Amount.

During such time as the Reserve Fund contains the total Required Reserve Amount, the City may, at its option, withdraw all surplus in the Reserve Fund over the Required Reserve Amount and deposit such surplus in the System Fund. Any such amount to be withdrawn that is allocated to proceeds of Bonds Similarly Secured shall be deposited to the Interest and Sinking Fund or otherwise used for only such purposes as other bond proceeds may be used.

If the Reserve Fund is required to be established as provided in (a) above, and for two consecutive Fiscal Years, the Net Revenues of the System for a Fiscal Year equal or exceed one hundred fifty per cent (150%) of the annual debt service requirements of Bonds Similarly Secured due and payable in such Fiscal Year, then the Reserve Fund does not need to be maintained and the amounts in the Reserve Fund may be deposited to the Interest and Sinking Fund or otherwise used for only such purposes as bond proceeds or other revenues of the System, as applicable, may be used.

SECTION XVI. Investment of Certain Funds. The Interest and Sinking Fund may be invested in investments authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the City's investment policy. All moneys resulting from the investment of said fund shall be transferred to the Revenue Fund as received.

SECTION XVII. Further Covenants. The City further covenants and agrees by and through this Ordinance as follows:

(a) That the Bonds shall be special obligations of the City, and the registered owners thereof shall never have the right to demand payment out of any funds raised or to be raised by taxation.

(b) That it has the lawful power to pledge the revenues supporting the Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas, and that the Bonds issued under this Ordinance shall be ratably secured in such manner that no one Bond shall have preference over any other Bond or Bonds or Bonds Similarly Secured.

(c) That other than for the payment of the Bonds and the Previously Issued Bonds, the Net Revenues have not been in any manner pledged to the payment of any debt or obligation of the City or the System, other than debt or obligations which have a lien on or pledge of the Net Revenues subordinate to the lien on and pledge of such Net Revenues to the Bonds Similarly Secured.

SECTION XVIII. Issuance of Additional Bonds.

(a) That, in addition to the right to issue bonds of inferior lien as authorized by law, the City reserves the right to issue Additional Bonds, for the purpose of improving, extending, equipping and repairing the System and for the purpose of refunding in any lawful manner, any part or all of the Bonds Similarly Secured or other obligations of the City eligible to be refunded under the laws of the State of Texas as such laws now or hereafter may exist. The Additional Bonds shall be secured by and payable from a lien on and pledge of the Net Revenues in the same manner and to the same extent as any then Outstanding Bonds Similarly Secured, and the Additional Bonds then proposed to be issued shall in all respects be on a parity and of equal dignity as to lien and right. Additional Bonds may be issued in one or more installments; provided,

however, that none of the Additional Bonds shall be issued unless and until the following conditions have been met, to wit:

- (i) The City is not then in default as to any covenant, condition, or obligation contained in this Ordinance or the ordinances authorizing the issuance of the Bonds Similarly Secured.
- (ii) Each of the special funds created for the payment and security of the Bonds Similarly Secured contains the amount of money then required to be on deposit therein.
- (iii) The City has secured from a certified public accountant a certificate or opinion showing that the Net Earnings of the System for either the completed Fiscal Year next preceding the date of the Additional Bonds or a consecutive twelve month period out of the last fifteen (15) months next preceding the date of the Additional Bonds is equal to the lesser of (i) at least 1.25 times the average annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the issuance of the Additional Bonds) of all Bonds Similarly Secured that will be Outstanding after the issuance of the proposed Additional Bonds or (ii) at least 1.10 times the maximum annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the issuance of the Additional Bonds) of all Bonds Similarly Secured that will be Outstanding after the issuance of the proposed Additional Bonds. However, (A) should the certificate of the accountant certify that the Net Earnings of the System for the period covered thereby were less than required above, and (B) a change in the rates and charges for services afforded by the System became effective at least 60 days prior to the last day of the period covered by the accountant's certificate, and (C) the accountant's certificate may state that, had such change in rates and charges been effective for the entire period covered by the accountant's certificate, the Net Earnings covered by the accountant's certificate would have been, in his or their opinion, equal to the lesser of (i) at least 1.25 times the average annual principal and interest requirements (calculated on a Fiscal Year basis) of the Outstanding Bonds Similarly Secured or (ii) at least 1.10 times the maximum annual principal and interest requirements (calculated on a Fiscal Year basis at the time of the issuance of the Additional Bonds) after giving effect to the issuance of the Bonds and the Outstanding Bonds Similarly Secured, then, in such event, the coverage specified in the first sentence of this paragraph (iii) shall not be required for the period specified, and such accountant's certificate will be sufficient if accompanied by an engineer's certificate to the above effect.
- (iv) The ordinance authorizing the Additional Bonds requires that deposits shall be made into the Interest and Sinking Fund in amounts adequate to pay the principal and interest requirements of the Additional Bonds as the same become due.
- (v) The Additional Bonds are made to mature on May 1 or November 1 (or both) of each of the years in which they are scheduled to mature or become due.

(b) The term "Net Earnings," as used in this Ordinance shall mean all income, revenues, and receipts derived from the operation or by reason of the ownership of the System, including grants, gifts, contributions in aid of construction (but excluding meter deposits), interest earned on invested moneys in the special Funds created therein for the payment and security of Bonds Similarly Secured, after deduction of maintenance and operation expenses but not deducting depreciation, and other expenditures which, under standard accounting practice, should be classified as capital expenditures.

(c) Wherever, in this Ordinance, the City reserves the right to issue Additional Bonds, such term shall also include, mean and refer to any other forms or types of obligations, whether now existing or hereafter authorized, which may be made lawfully payable from and secured by the Net Revenues.

SECTION XIX. Maintenance and Operation - Insurance. The City shall maintain the System in good condition and operate the same in an efficient manner and at reasonable cost. So long as any Bonds are outstanding, the City agrees to maintain insurance for the benefit of the holder or holders thereof on the System of a kind, including but not limited to self-insurance to the extent and in the manner deemed advisable by the City, and in an amount which usually would be carried by private companies engaged in a similar type of business. Nothing in this Ordinance shall be construed as requiring the City to expend any funds derived from sources other than the operation of the System, but nothing therein shall be construed as preventing the City from doing so.

SECTION XX. Records - Accounts - Accounting Reports. The City covenants and agrees that so long as any Bonds, or any interest thereon, remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the operation of its System separate and apart from all other records and accounts; complete and correct entries shall be made of all transactions relating to the System, in accordance with generally accepted accounting principles except as provided by Texas Government Code, Chapter 1502, as amended; and registered owners shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto, and to inspect the System and all properties comprising same. The City further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants of national reputation. Each such audit, in addition to whatever other matters may be thought proper by the accountant, shall particularly include the following:

(a) A detailed statement of the income and expenditures of the System for such Fiscal Year.

(b) A balance sheet as of the end of such Fiscal Year.

(c) The accountant's comments regarding the manner in which the City has carried out the requirements of this Ordinance and his recommendations for any changes or improvements in the operation, records and accounts of the System.

Expenses incurred in making the audits referred to hereinabove are to be regarded as maintenance and operation expenses and paid as such. Copies of the aforesaid annual audit shall be immediately furnished, upon request, to the original purchaser or any subsequent owner of the Bonds.

SECTION XXI. Excess Revenues. As provided in Section XIII hereof, all revenues in excess of those required to establish and maintain the Interest and Sinking Fund as required, may be used for any proper City purpose now or heretofore permitted by law.

SECTION XXII. Security of Funds. All funds for which provision is made by the Ordinance shall be secured in the manner and to the fullest extent permitted by law for the security of public funds and the funds created by the Ordinance shall be used only for the purposes therein specified.

SECTION XXIII. Remedy in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Interest and Sinking Fund as required by this Ordinance, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, registered owner or owners of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction, compelling and requiring the City and its officers to observe and perform any covenant, condition or obligation prescribed in this Ordinance. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

The specific remedy provided shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

SECTION XXIV. Bonds are Special Obligations. The Bonds are and shall be special obligations of the City payable from the pledged Net Revenues, and the holder or holders thereof shall never have the right to demand payment of the Bonds out of funds raised or to be raised by taxation.

SECTION XXV. Bonds are Negotiable Instruments. Each of the Bonds authorized shall be deemed and construed to be a "Security" and as such a negotiable instrument within the meaning of Chapter 8 of the Texas Business and Commerce Code, as amended.

SECTION XXVI. Competition - Sale of System. So far as it legally may, the City covenants and agrees, for the protection and security of the Bonds, and the registered owner or owners thereof from time to time, that it will not grant a franchise for the operation of any competing system in the City until all Bonds shall have been retired. Neither the System, nor a substantial part thereof, shall be sold while the Bonds are outstanding, but nothing in this Ordinance shall prevent the sale or disposal of properties constituting a part of the System which are no longer useful or needed in connection with the operation thereof.

SECTION XXVII. Satisfaction of Obligation of the City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of revenues under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the

Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. The provisions of this paragraph are subject to the applicable unclaimed property law of the State of Texas.

Unless otherwise modified by the Pricing Officer, the term "Government Securities," as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds

SECTION XXVIII. Ordinance to Constitute Contract - Amendment. This Ordinance shall constitute a contract with the Holder of any Bond from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section XLV hereof. The City, may, without the consent of or notice to any Holders of Bonds, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of any Bond, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition, the City may, with the written consent of the Holders of Bonds owning a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition or rescission shall (a) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the

redemption price therefor or the rate of interest thereon or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (b) give any preference to any Bond over any other Bond or (c) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition or rescission.

SECTION XXIX. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond

law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces

the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, City Manager, Director of Finance, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds. (1) At the time the original bonds refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued and (2) not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The Bonds are being issued to pay and discharge in full the Refunded Bonds and such payment of the Refunded Bonds will occur within ninety (90) days after the issuance of the Bonds.

SECTION XXX. Damaged, Mutilated, Lost, Stolen, or Destroyed Bonds.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, Stated Maturity, and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every cause of damage or mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing replacement bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond

shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of the Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such bonds in the form and manner and with the effect, as provided in the Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION XXXI. Sale of Bonds - Official Statement. The Bonds authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section III hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City's best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of any public offering of the Bonds by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Bonds, if any;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and

14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Pricing Officer or the Mayor and City Secretary of the City are further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION XXXII. Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchaser.

Furthermore, the Mayor, City Manager, City Secretary, Director of Finance, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the City's financial advisor, bond counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Purchaser and the initial exchange thereof for definitive Bonds.

SECTION XXXIII. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and any accrued interest received from the Purchasers of the Bonds or additional proceeds being deposited to the Interest and Sinking Fund) shall be deposited with the Escrow Agent (as defined in Section XLVI hereof) for application and disbursement in accordance with the provisions of the Escrow Agreement (as defined in Section XLVI hereof) or deposited with the paying agent/registrar for the Refunded Bonds for the redemption and payment of the Refunded Bonds. The proceeds of sale of the Bonds not so deposited with the Escrow Agent or the paying agent/registrar for the Refunded Bonds for the refunding of the Refunded Bonds shall be disbursed for payment of costs of issuance or deposited in the Interest and Sinking Fund for the Bonds. Accrued interest, if any, received from the purchasers of the Bonds shall be deposited to the credit of the Interest and Sinking Fund.

Additionally, the Pricing Officer shall determine the amount of any City contribution to the refunding from moneys on deposit in the interest and sinking fund maintained for the payment of the Refunded Bonds.

SECTION XXXIV. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner,

such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given; and, such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION XXXV. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be disposed of as directed by the City.

SECTION XXXVI. Bond Counsel Opinion. That the Purchaser's obligation to accept delivery of the Bonds herein authorized is subject to their being furnished a final legal opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment of such Bonds. A true and correct reproduction of said opinion or an executed counterpart thereof shall accompany the global Bonds deposited with DTC or a reproduction thereof shall be printed on the definitive Bonds in the event the book-entry-only system shall be discontinued. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION XXXVII. CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION XXXVIII. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders

SECTION XXXIX. Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION XL. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

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

SECTION XLII. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number

shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

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

SECTION XLIV. Incorporation of Reservations, Findings, and Determinations. The reservations, findings and determinations set forth in the preambles of this Ordinance are hereby incorporated herein as if fully set forth in the body of this Ordinance and are adopted as official reservations, findings and determinations.

SECTION XLV. Continuing Disclosure Undertaking. This Section shall apply, with such updates, if any, set forth in the Pricing Certificate, unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) **Definitions.** As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2 12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

(b) **Annual Reports.** The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year beginning in the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer as described in the Pricing Certificate and (2) if not included in the financial and operating data referenced in subsection (b)(1) above, audited financial statements of the City within 12 months after the end of each fiscal year beginning in the year stated in the Pricing Certificate. If the audit of such financial statements is not complete within 12 month after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for such fiscal year when and if the audit report on such financial statements becomes available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items 15 and 16 in this

Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an “obligated person”.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this

Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION XLVI. Escrow Agreement Approval and Execution. An "Escrow Agreement" (the "Escrow Agreement") by and between the City and an authorized escrow agent (the "Escrow Agent"), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to and approved in the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this Council; and such Escrow Agreement as executed by said Pricing Officer shall be deemed approved by this Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of any Escrow Agreement, a Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

- (1) The identification of the Refunded Bonds;
- (2) The creation and funding of the Escrow Fund or Funds; and
- (3) The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents' charges relating to the Refunded Bonds.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "2026 CITY OF PLANO, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE REFUNDING BOND ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, the Ordinance, the Pricing Certificate and the Escrow Agreement.

On or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Pricing Officer, shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund maintained for the payment of the Refunded Bonds an amount which, together with the proceeds of sale of the Bonds, and the investment earnings thereon, will be sufficient to pay in full the Refunded Bonds scheduled to mature and authorized to be redeemed on the earliest date established in the Pricing Certificate for the redemption of any of the Refunded Bonds (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

SECTION XLVII. Redemption of Refunded Bonds. In order to provide for the refunding, discharge and retirement of the Refunded Bonds as described by the Pricing Officer, the Refunded Bonds, identified, described, and in the amounts set forth in the Pricing Certificate, are hereby called for redemption on the first date(s) such Refunded Bonds are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date, and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance adopted by the Council, which authorized the issuance of the Refunded Bonds and the related pricing certificate. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for the Refunded Bonds in substantially the form set forth as an exhibit to the Pricing Certificate, to the paying agent/registrars for Refunded Bonds, in accordance with the redemption provisions applicable to the Refunded Bonds.

The paying agent/registrars for Refunded Bonds is hereby directed to provide the appropriate notice of redemption as required by the ordinance authorizing the issuance of the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the redemption date specified in the Pricing Certificate.

The source of funds for payment of the principal of and interest on the Refunded Bonds on their maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, if any, or with the paying agent/registrars for the Refunded Bonds, pursuant the provisions of Chapter 1207 of the Texas Government Code, as amended, this Ordinance and the Pricing Certificate finalized by the Pricing Officer.

SECTION XLVIII. Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION XLIX. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Bonds. In addition, prior to the delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

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

SECTION LI. Effective Date. That this Ordinance shall take effect and be in force from and after its passage and approval, in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

PASSED AND APPROVED on the 13th day of April, 2026.

John B. Muns, Mayor

ATTEST:

Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

Paige Mims, City Attorney

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2026 (this "Agreement"), by and between _____, a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the City of Plano, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Plano, Texas, Waterworks and Sewer System Revenue Refunding Bonds, Series 2026" (the "Securities"), dated _____, 2026, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2026; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

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

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

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

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

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

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

“Financial Advisor” means Hilltop Securities Inc.

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

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

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

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

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

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

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

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

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

ARTICLE THREE PAYING AGENT

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

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

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

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority,

such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE FIVE THE BANK

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

Section 5.02 Reliance on Documents, Etc.

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

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

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

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

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

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

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

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

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

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

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

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

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

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

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

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

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

ARTICLE SIX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which

the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

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

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

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

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

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

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

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

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

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal

sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

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

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

[Remainder of page left blank intentionally.]

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

[BANK]

By: _____

Title: _____

Address: _____
_____, Texas _____

CITY OF PLANO, TEXAS

By: _____
_____ and Pricing Officer

Address: 1520 K Avenue
Plano, Texas 75074



CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Engineering-Transportation
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Establishes School Zones on Plano Parkway at Feathering Way and on Ridgeview Drive at Presidio Lane
RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To amend Section 12-73(d), Same — Specific zones, of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, to establish school zones on Plano Parkway at Feathering Way and on Ridgeview Drive at Presidio Lane, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2026-4-10**

PREVIOUS ACTION/PRESENTATION

None.

BACKGROUND

Recent changes to the Plano Independent School District (PISD) and Frisco Independent School District (FISD) school bus services and/or attendance boundaries have prompted the need for modifying school zones serving Otto Middle School students living north of Plano Parkway and Fowler Middle School students living north of Ridgeview Drive.

City staff have evaluated the impacts of these school district changes and have identified key unmarked pedestrian crossings used by students: Otto Middle School students crossing Plano Parkway at Feathering Way, and Fowler Middle School students crossing Ridgeview Drive at Presidio Lane.

As such, an increased number of students are walking and crossing these roadways during school arrival and dismissal times. Both Plano Parkway and Ridgeview Drive are higher-speed roadways, and the absence of designated school zones at these locations presents potential safety concerns for student pedestrians. Staff reached out to PISD and FISD, and both districts are in support of their respective school zones.

The Transportation Engineering Division has evaluated the student usage at both crossing locations and recommends establishing school zones at Plano Parkway and Feathering Way and at Ridgeview Drive and Presidio Lane to improve safety for students traveling to and from Otto and Fowler Middle Schools.

Not approving these school zones will maintain the current conditions, where students continue to cross these roadways without reduced speed limits during school hours.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no immediate financial impact; however, some revenue may be collected as fines resulting from violation of this ordinance. The exact change in revenue is indeterminable and will have minimal

impact on the General Fund budget.

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

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/31/2026	Ordinance
Map - Otto Middle School	3/31/2026	Map
Map - Fowler Middle School	3/31/2026	Map

An Ordinance of the City of Plano, Texas, amending Section 12-73(d), Same — Specific zones, of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, to establish school zones on Plano Parkway at Feathering Way and on Ridgeview Drive at Presidio Lane, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, the primary purpose of school zone speed limits is to reduce the speed of travel on roadways at school crosswalks in order to reduce the potential for pedestrian – vehicle collisions; and

WHEREAS, the Plano Independent School District (PISD) updated the Hazardous Bus Guidelines last year, which resulted in Otto Middle School students who reside in the subdivisions north of Plano Parkway losing busing eligibility; and

WHEREAS, Fowler Middle School students who reside north of Ridgeview Drive are not eligible for school bus transportation provided by Frisco Independent School District (FISD) due to the proximity to the campus; and

WHEREAS, parents have reached out to Transportation Engineering Department to express concerns for Otto students who now have to cross Plano Parkway and Fowler students who now have to cross Ridgeview and have requested new school zones to accommodate the student crossings; and

WHEREAS, the Transportation Engineering Division has evaluated both locations and recommends establishing school zones on Plano Parkway at Feathering Way and on Ridgeview Drive at Presidio Lane to provide protection to Otto Middle School and Fowler Middle School students, respectively.

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

Section I. Subsection “Plano Parkway” of Section 12-73(d), Same — Specific zones, of Article IV, Speed, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended to read as follows:

“Plano Parkway:

- (1) Between a point two hundred fifty (250) feet west of Campbell Road and a point four hundred twenty-five (425) feet west of Winding Hollow Lane on school days between 8:15 a.m. and 9:15 a.m. and between 4:10 p.m. and 4:55 p.m. (P)
- (2) For eastbound traffic, between a point three hundred (300) feet west of Feathering Way and a point one hundred (100) feet east of Feathering Way,

and for westbound traffic, between a point three hundred (300) feet east of Feathering Way and a point one hundred (100) feet west of Feathering Way, on school days between 7:35 a.m. and 8:35 a.m. and between 3:30 p.m. and 4:30 p.m. (P)”

Section II. Subsection “Ridgeview Drive” of Section 12-73(d), Same — Specific zones, of Article IV, Speed, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended to read as follows:

“Ridgeview Drive:

- (1) For eastbound traffic, between a point fifty (50) feet east of Ross Station Drive/Gillespie Drive and a point two hundred (200) feet west of Paradise Valley Drive, and for westbound traffic, between a point fifty (50) feet east of Paradise Valley Drive and a point one hundred fifty (150) feet east of Ross Station Drive/Gillespie Drive, on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 3:45 p.m. (F)
- (2) For eastbound traffic, between a point three hundred (300) feet west of Presidio Lane and a point one hundred (100) feet east of Presidio Lane, and for westbound traffic, between a point three hundred (300) feet east of Presidio Lane and a point one hundred (100) feet west of Presidio Lane, on school days between 7:45 a.m. and 8:45 a.m. and between 3:30 p.m. and 4:30 p.m. (F)”

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

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

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

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

Section VII. This Ordinance shall become effective after its passage and publication as required by law and after all necessary signs and pavement markings have been installed.

PASSED AND APPROVED on the 13th day of April, 2026.

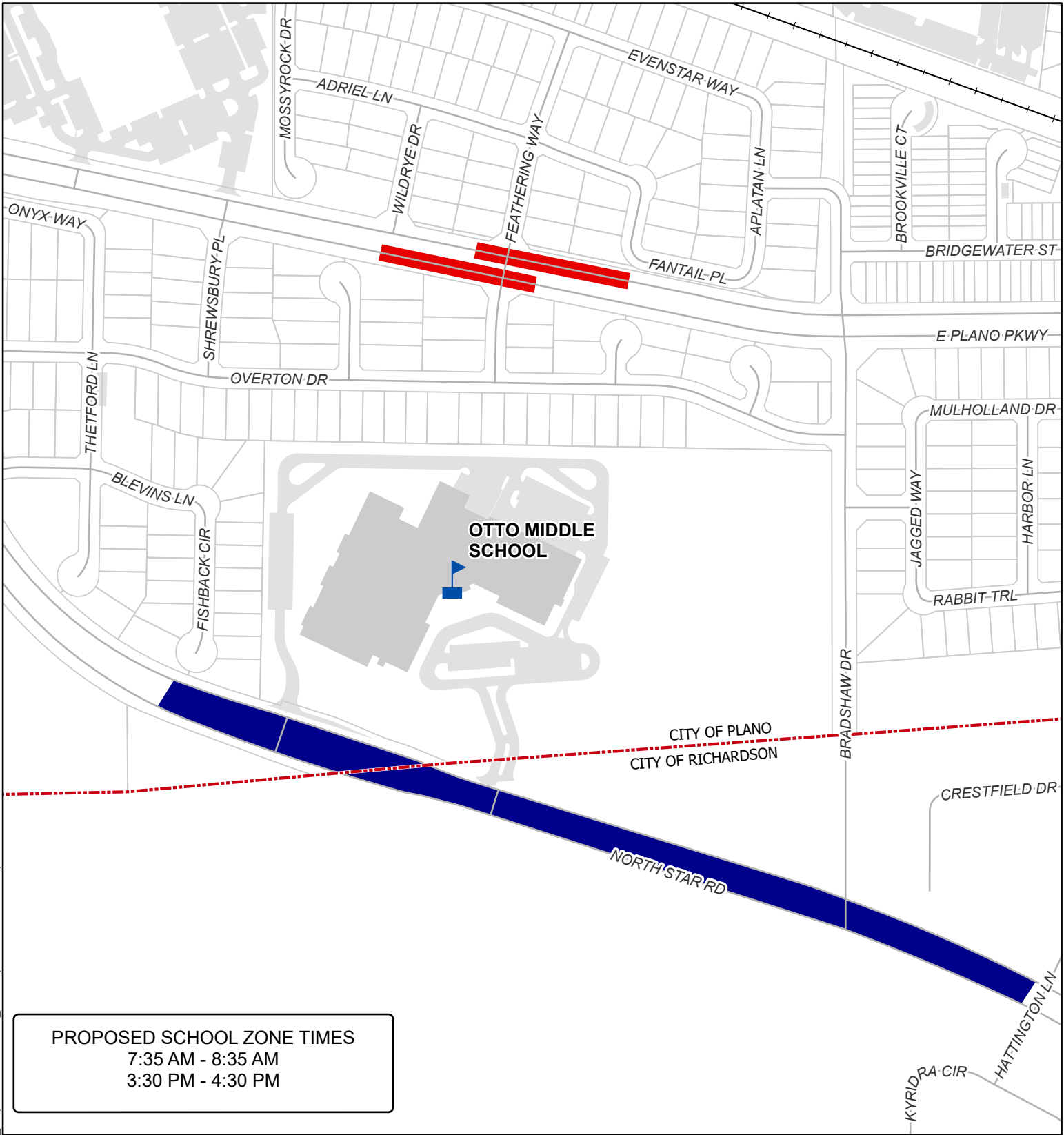
John B. Muns, MAYOR

ATTEST:

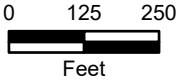
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



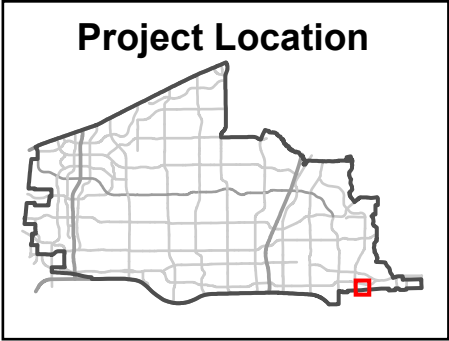
PROPOSED SCHOOL ZONE TIMES
 7:35 AM - 8:35 AM
 3:30 PM - 4:30 PM

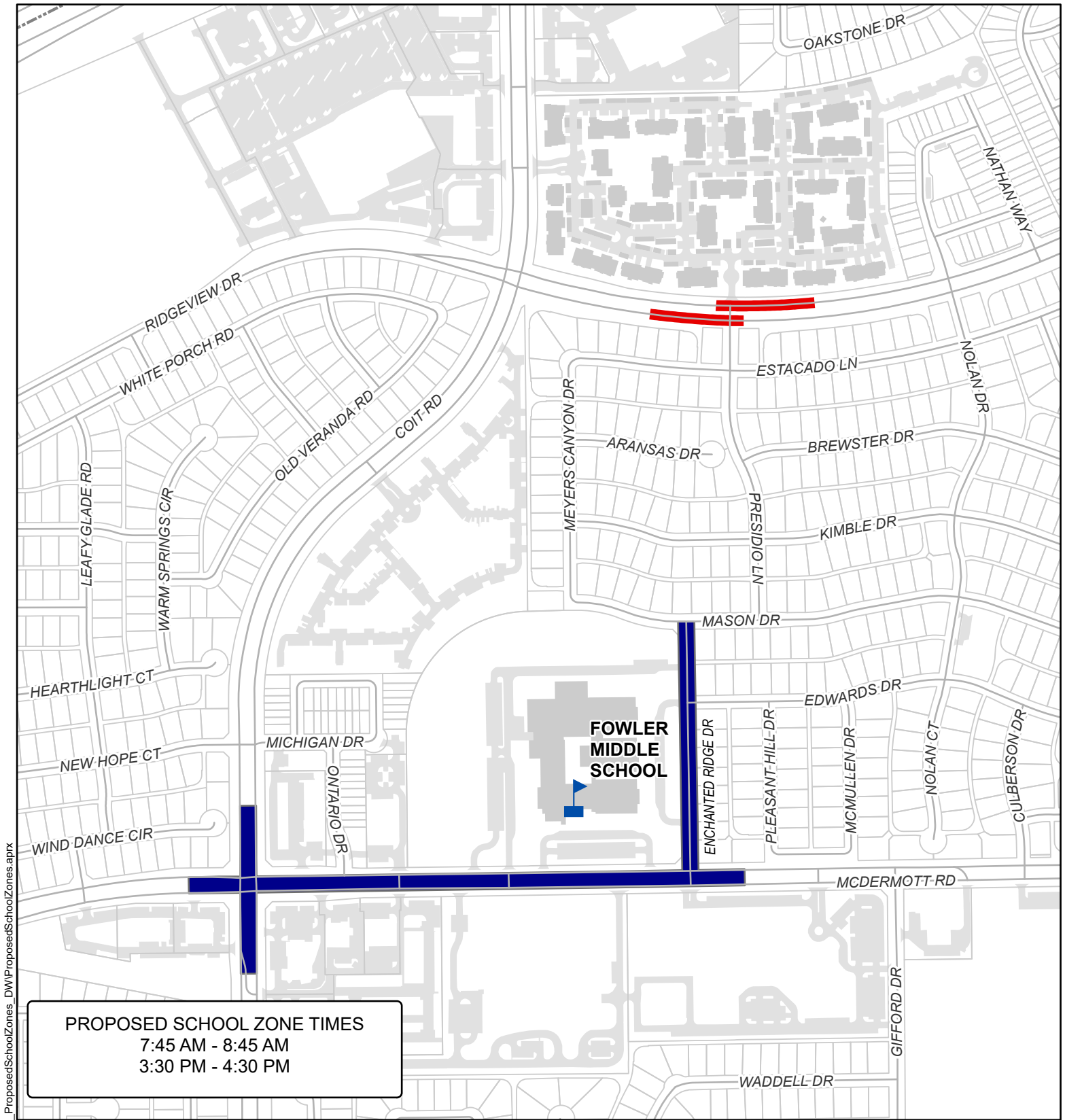


BI/GIS Division
 March 2026

Otto Middle School School Zones

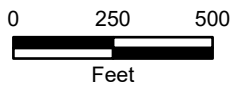
- Proposed School Zones
- Existing School Zones
- City Limits





PROPOSED SCHOOL ZONE TIMES
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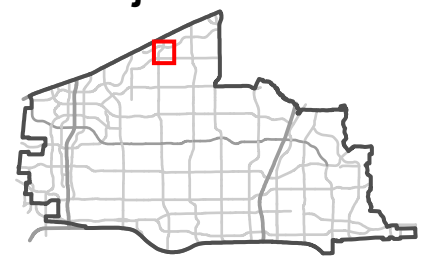


BI/GIS Division
 March 2026

Fowler Middle School School Zones

- Proposed School Zones
- Existing School Zones

Project Location





CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026

DEPARTMENT: Engineering-Transportation

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

AGENDA ITEM: Amends school zones for the Plano Independent School District (PISD) and Frisco Independent School District (FISD) summer school sessions

RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To amend Section 12-73.1(d), School zones designated, of Section 12-73.1, Same – Specific zones – Summer school, of Article IV, Speed, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to amend school zones for summer school sessions within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2026-4-11**

BACKGROUND

Both the Plano Independent School District (PISD) and Frisco Independent School District (FISD) operate schools within the City of Plano that host summer school sessions after the regular school term ends. The locations of summer school sessions can change from year to year, which affects where school zones are needed.

The City's existing summer school zones are listed in Section 12-73.1(d) of the City Code, but adjustments are necessary each year to reflect the campuses being used for summer school. Establishing accurate school zones during summer ensures that motorists are aware of reduced speed limits in areas where students are present.

The Transportation Engineering Division evaluated the current and upcoming summer school locations and recommends amending Section 12-73.1(d) to designate school zones for the 2026 summer school sessions at the identified streets and campuses. These zones will apply during specified dates and times to enhance safety for students attending summer school programs.

Not approving this amendment will maintain the current conditions, where students attending summer school may be exposed to normal roadway speeds without the added protection of reduced speed limits in designated school zones.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no immediate financial impact; however, some revenue may be collected as fines resulting from violation of this ordinance. The exact change in revenue is indeterminable and will have minimal impact on the General Fund budget.

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

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/25/2026	Ordinance
Map	3/30/2026	Map

An Ordinance of the City of Plano, Texas amending Section 12-73.1(d), School zones designated, of Section 12-73.1, Same – Specific zones – Summer school, of Article IV, Speed, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to amend school zones for summer school sessions within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, both the Plano Independent School District (PISD) and the Frisco Independent School District (FISD) have schools within the City of Plano; and

WHEREAS, the PISD and FISD open certain school campuses after the end of the regular school term for summer school sessions; and

WHEREAS, the school zones listed in Section 12-73.1(d) for summer school change from year to year as the schools used for summer school change from year to year; and

WHEREAS, an amendment to Section 12-73.1(d) is necessary to provide for a listing of the school zones and effective times applicable during the 2026 summer school sessions; and

WHEREAS, the City Council of the City of Plano finds it is necessary and in the best interest of the City and its citizens to enact school zones at and near schools open for summer school within the City of Plano.

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

Section I. Section 12-73.1(d), School zones designated of Section 12-73.1, Same – Specific zones – Summer school, of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended to read as follows:

“(d) *School zones designated.* The following designated locations and areas are declared to be school zones and the prima facie maximum speed limit for all motor vehicles operated within such areas and locations on school days shall be twenty (20) miles per hour during the designated time periods. Such school zones are designed to serve a public or private institution of elementary or secondary education.

17th Street:

- (1) Between Rigsbee Drive and a point two hundred (200) feet west of Rigsbee Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. Effective only 6/1/2026 to 6/25/2026 (P). (See also Janet Way)

18th Street:

- (1) Between Bristol Cove and a point two hundred (200) feet east of Dale Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. Effective only 6/1/2026 to 6/25/2026 (P).
- (2) Between a point two hundred (200) feet east of N Avenue and a point two hundred twenty-five (225) feet west of M Avenue on school days between 7:15 a.m. and 8:00 a.m. and between 2:15 p.m. and 3:00 p.m. Effective only 7/6/2026 to 7/17/2026 (P).

19th Street:

- (1) Between a point six hundred fifty (650) feet east of K Avenue and a point one hundred fifty (150) feet east of N Avenue on school days between 7:15 a.m. and 8:00 a.m. and between 2:15 p.m. and 3:00 p.m. Effective only 7/6/2026 to 7/17/2026 (P).

Cross Bend Road:

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point three hundred (300) feet east of Rainier Road on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. Effective only 6/1/2026 to 6/25/2026 (P).

Crystal Creek Drive:

- (1) Between Robinson Road and a point seventy-five (75) feet east of Ambiance Way on school days between 7:15 a.m. and 8:00 a.m. and between 3:00 p.m. and 3:45 p.m. Effective only 5/27/2026 to 6/24/2026 (F).

Denham Way:

- (1) Between Preston Meadow Drive and a point one hundred (100) feet east of Pentridge Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. Effective only 6/1/2026 to 6/18/2026 (P).

Emerson Drive:

- (1) Between Preston Meadow Drive and Virginia Drive on school days between 7:15 a.m. and 8:00 a.m. and between 2:15 p.m. and 3:00 p.m. Effective only 7/6/2026 to 7/17/2026 (P).

Gifford Drive:

- (1) Between Russell Creek Drive and Kalgan Circle on school days between 8:00 a.m. and 8:45 a.m. and between 11:15 a.m. and 12:00 p.m. Effective only 6/1/2026 to 6/18/2026 (P).

Greenfield Drive:

- (1) Between Red River Drive and a point fifty (50) feet west of Randall Way on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. Effective only 6/1/2026 to 6/18/2026 (P).

Jackson Drive:

- (1) Between Jomar Drive and Robin Road on school days between 7:15 a.m. and 8:00 a.m. and between 2:15 p.m. and 3:00 p.m. Effective only 7/6/2026 to 7/17/2026 (P).

Janet Way:

- (1) Between Rigsbee Drive and a point one hundred seventy-five (175) feet west of Janet Court on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. Effective only 6/1/2026 to 6/25/2026 (P). (See also 17th Street)

Jomar Drive:

- (1) Between a point two hundred seventy-five (275) feet west of Colchester Drive and a point one hundred (100) feet east of Jackson Drive on school days between 7:15 a.m. and 8:00 a.m. and between 2:15 p.m. and 3:00 p.m. Effective only 7/6/2026 to 7/17/2026 (P).

Jupiter Road:

- (1) Between a point four hundred (400) feet south of Royal Oaks Drive and a point two hundred seventy-five (275) feet south of Park Boulevard on school days between 8:30 a.m. and 9:15 a.m. and between 3:30 p.m. and 4:15 p.m. Effective only 7/6/2026 to 7/17/2026 (P).

Laurel Lane:

- (1) Between Jupiter Road and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:30 a.m. and 9:15 a.m. and between 3:30 p.m. and 4:15 p.m. Effective only 7/6/2026 to 7/17/2026 (P).

Lorimar Drive:

- (1) Between a point one hundred twenty-five (125) feet west of Bramley Way and a point two hundred (200) feet west of Preston Meadow Drive on school days between 7:15 a.m. and 8:00 a.m. and between 2:15 p.m. and 3:00 p.m. Effective only 7/6/2026 to 7/17/2026 (P).

N Avenue:

- (1) Between a point one hundred seventy-five (175) feet north of 19th Street and a point two hundred (200) feet south of 18th Street on school days between 7:15 a.m. and 8:00 a.m. and between 2:15 p.m. and 3:00 p.m. Effective only 7/6/2026 to 7/17/2026 (P).

Park Boulevard:

- (1) Between a point one hundred seventy-five (175) feet east of Jupiter Road and a point one hundred seventy-five (175) feet west of R Avenue on school days between 8:30 a.m. and 9:15 a.m. and between 3:30 p.m. and 4:15 p.m. Effective only 7/6/2026 to 7/17/2026 (P).

Preston Meadow Drive:

- (1) Between a point two hundred seventy-five (275) feet south of Legacy Drive and a point one thousand three hundred ten (1,310) feet south of Denham Way on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. Effective only 6/1/2026 to 6/18/2026 (P).
- (2) Between a point two hundred twenty-five (225) feet north of Lorimar Drive and a point two hundred (200) feet south of Bentley Drive on school days between 7:15 a.m. and 8:00 a.m. and between 2:15 p.m. and 3:00 p.m. Effective only 7/6/2026 to 7/17/2026 (P).

R Avenue:

- (1) Between Park Boulevard and a point one hundred seventy-five (175) feet north of Laurel Lane on school days between 8:30 a.m. and 9:15 a.m. and between 3:30 p.m. and 4:15 p.m. Effective only 7/6/2026 to 7/17/2026 (P).

Rainier Road:

- (1) Between a point two hundred (200) feet north of Cross Bend Road and a point one hundred fifty (150) feet south of Pioneer Lane on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. Effective only 6/1/2026 to 6/25/2026 (P).

Red River Drive:

- (1) Between Prescott Drive and a point one hundred fifty (150) feet south of Arena Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. Effective only 6/1/2026 to 6/18/2026 (P). (See Mullins Drive)

Rigsbee Drive:

- (1) Between a point one hundred twenty-five (125) feet north of Price Drive and a point one hundred twenty-five (125) feet south of Rockbrook Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. Effective only 6/1/2026 to 6/25/2026 (P).

Robin Road:

- (1) Between a point one hundred (100) feet east of Jackson Drive and a point five hundred twenty-five (525) feet east of Woodburn Corners on school days between 7:15 a.m. and 8:00 a.m. and between 2:15 p.m. and 3:00 p.m. Effective only 7/6/2026 to 7/17/2026 (P).

Robinson Road:

- (1) Between a point one hundred seventy-five (175) feet north of Cape Charles Drive and a point one hundred twenty-five (125) feet south of Crystal Creek Drive on school days between 7:15 a.m. and 8:00 a.m. and between 3:00 p.m. and 3:45 p.m. Effective only 5/27/2026 to 6/24/2026 (F).

Russell Creek Drive:

- (1) Between Gifford Drive and a point one hundred fifty (150) feet east of Pipestone Drive on school days between 8:00 a.m. and 8:45 a.m. and between 11:15 a.m. and 12:00 p.m. Effective only 6/1/2026 to 6/18/2026 (P).

Spring Creek Parkway:

- (1) For eastbound traffic, between a point four hundred (400) feet west of Eagle Pass and a point one hundred (100) feet east of Eagle Pass and for westbound traffic, between a point three hundred seventy-five (375) feet east of Eagle Pass and a point two hundred fifty (250) feet west of Eagle Pass on school days between 7:15 a.m. and 8:00 a.m. and between 11:45 a.m. and 12:30 p.m. Effective only 6/1/2026 to 6/23/2026 (P).

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

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

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

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

Section VI. This Ordinance shall become effective after its passage and publication as required by law and after all necessary signs and pavement markings have been installed.

PASSED AND APPROVED on the 13th day of April, 2026.

John B. Muns, MAYOR

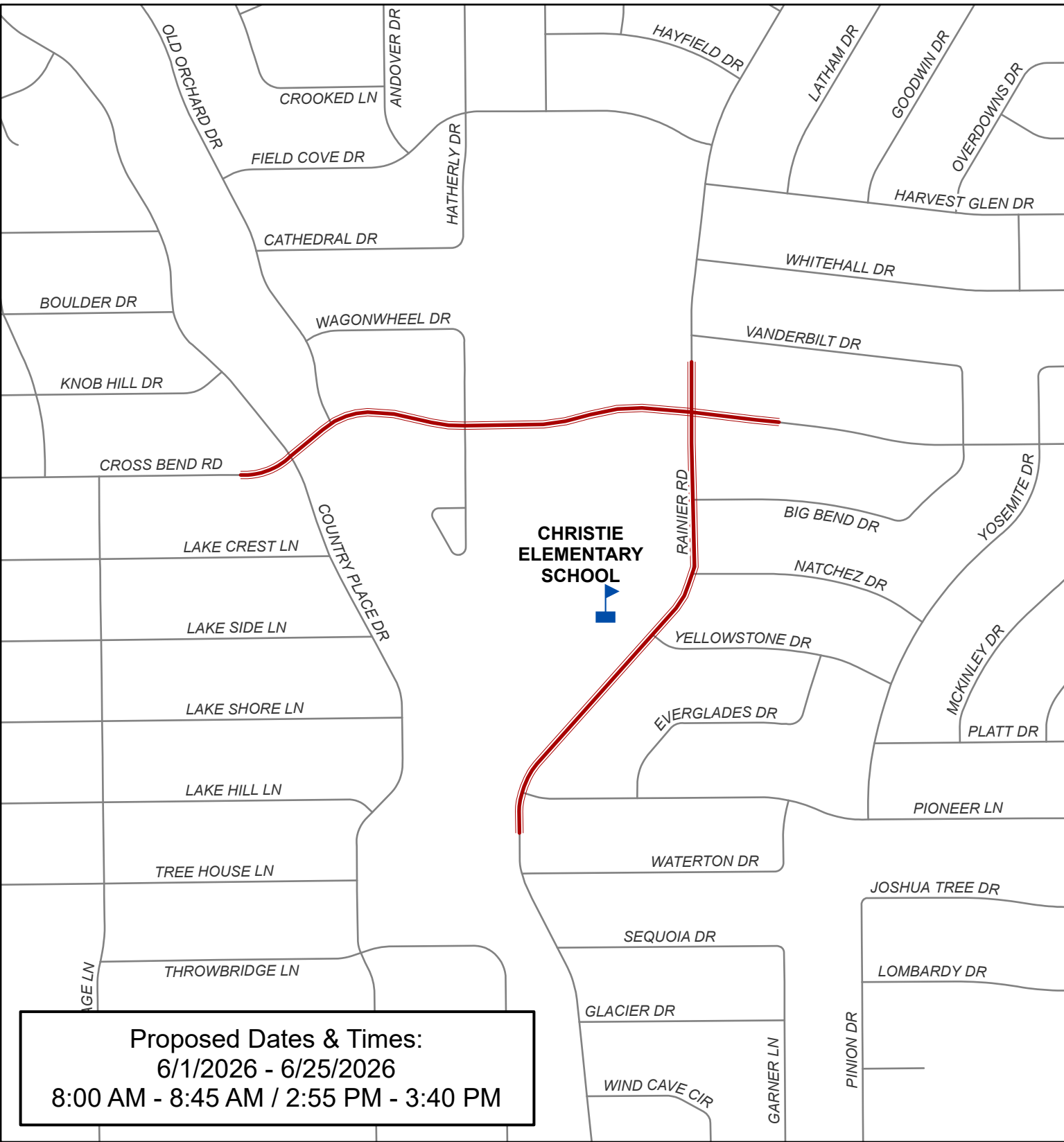
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Lisa C. Henderson, CITY SECRETARY

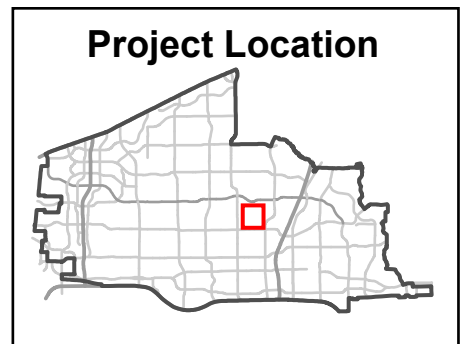
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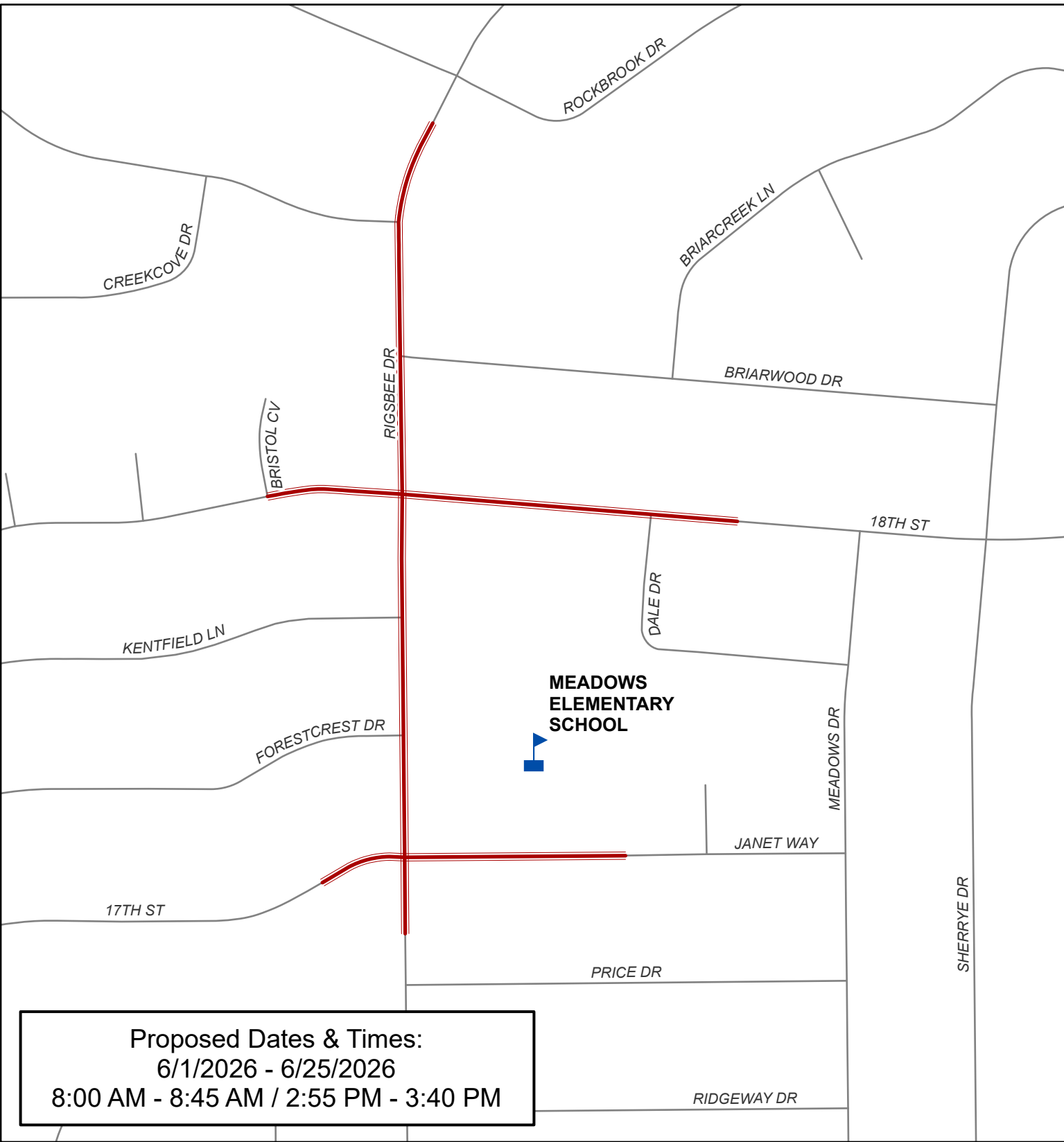
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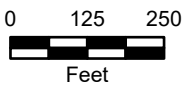
Christie Elementary School Summer School Zone Map



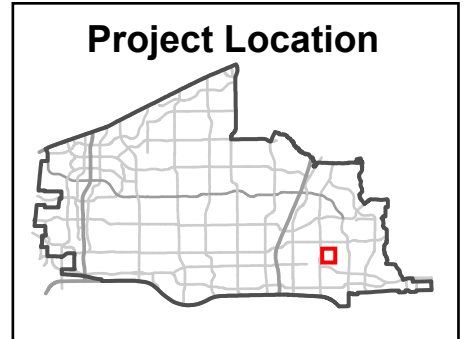
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Proposed Dates & Times:
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 8:00 AM - 8:45 AM / 2:55 PM - 3:40 PM



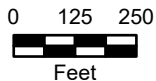
Meadows Elementary School Summer School Zone Map



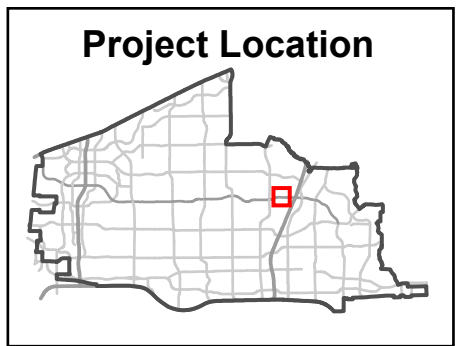
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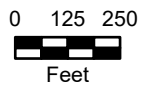
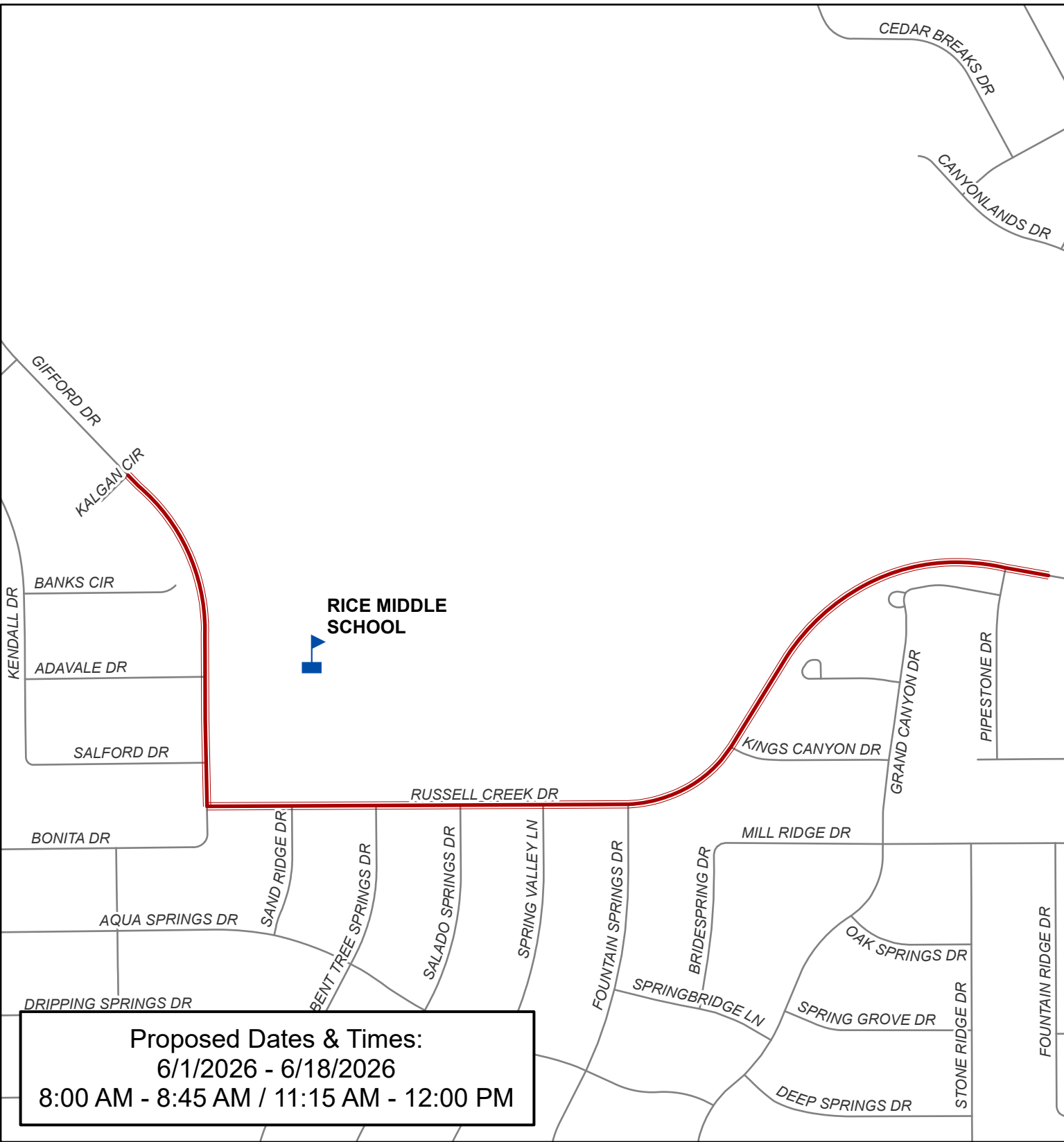
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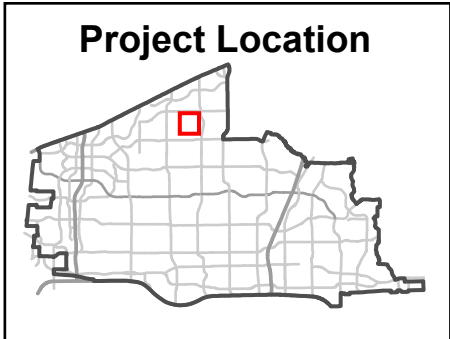
Clark High School Summer School Zone Map



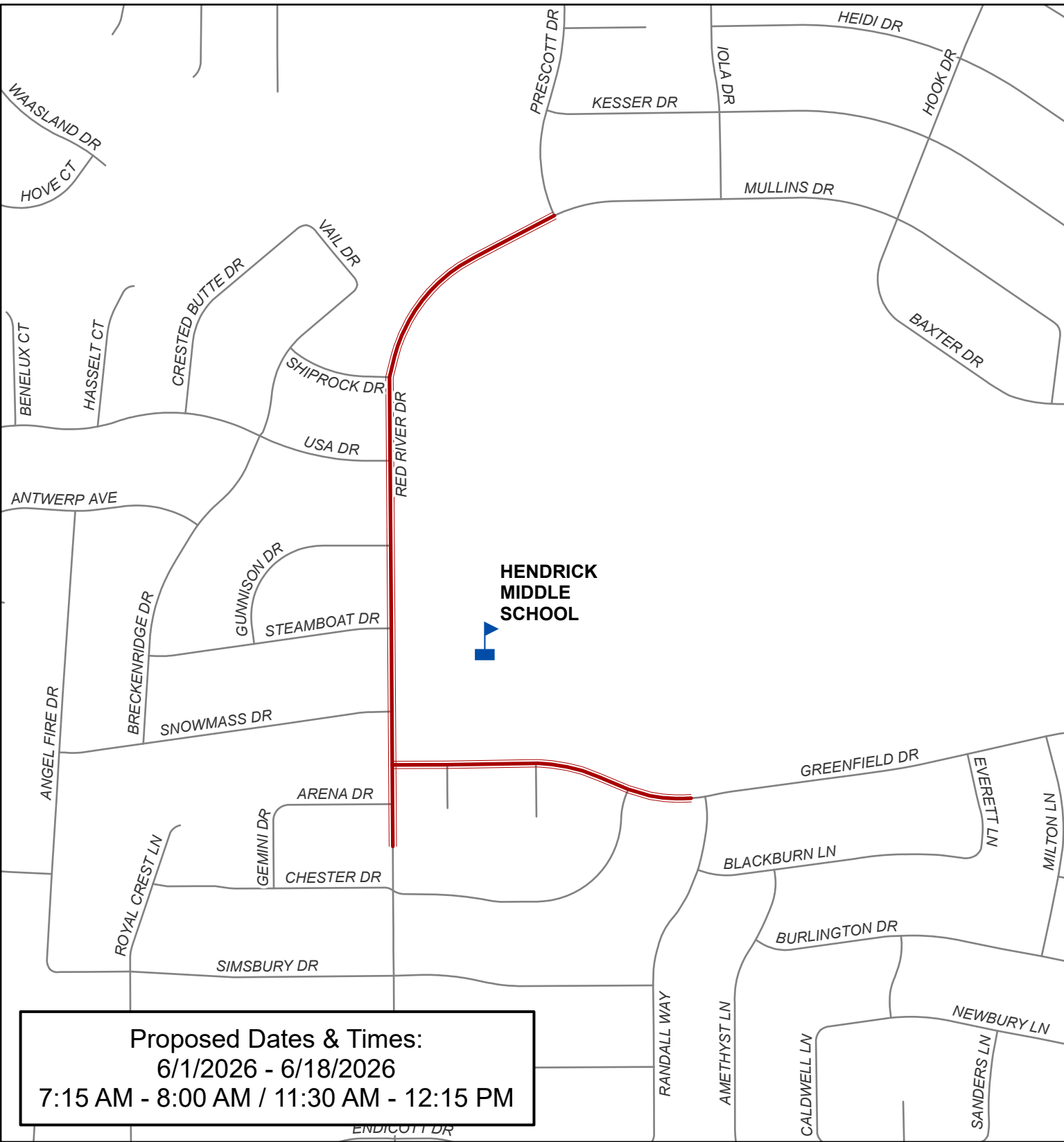
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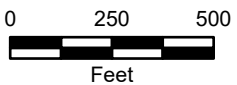
Rice Middle School Summer School Zone Map



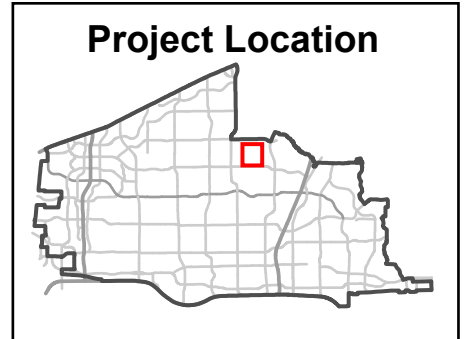
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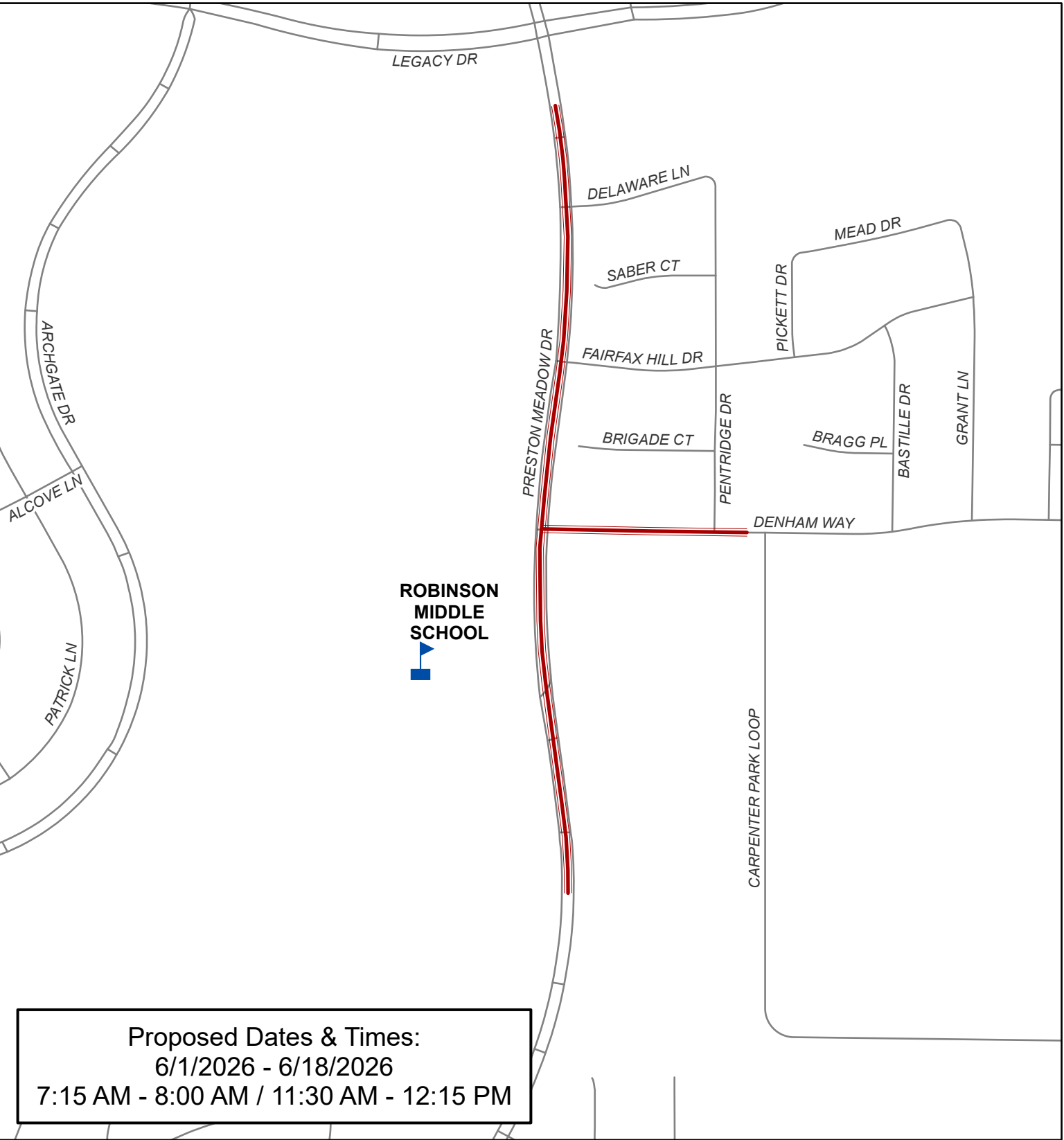
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Hendrick Middle School Summer School Zone Map



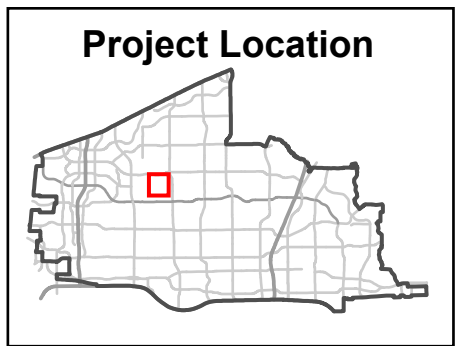
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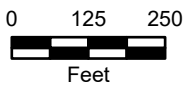
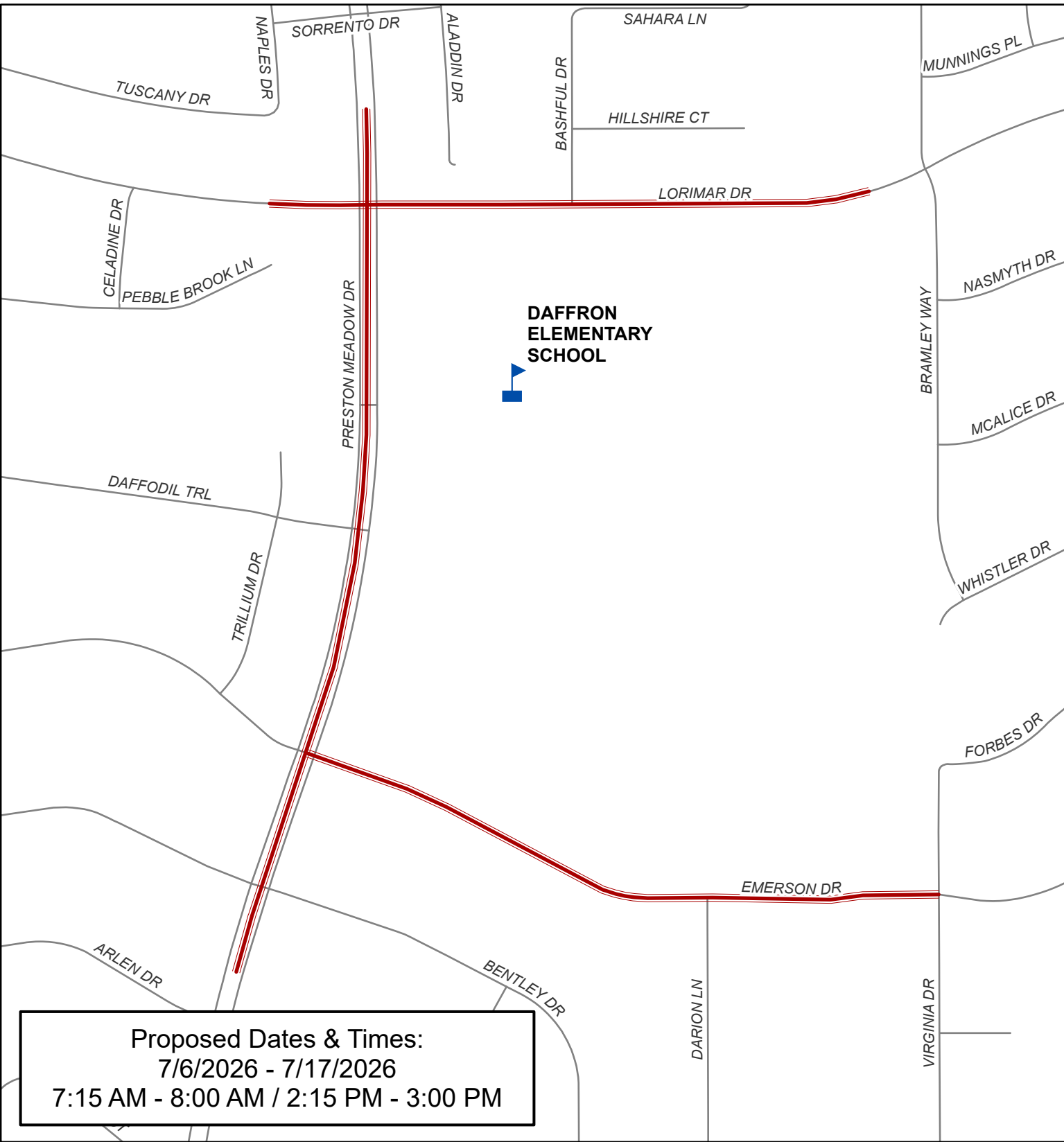
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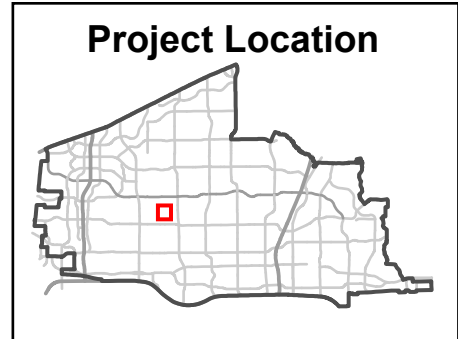
Robinson Middle School Summer School Zone Map



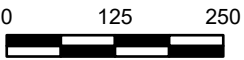
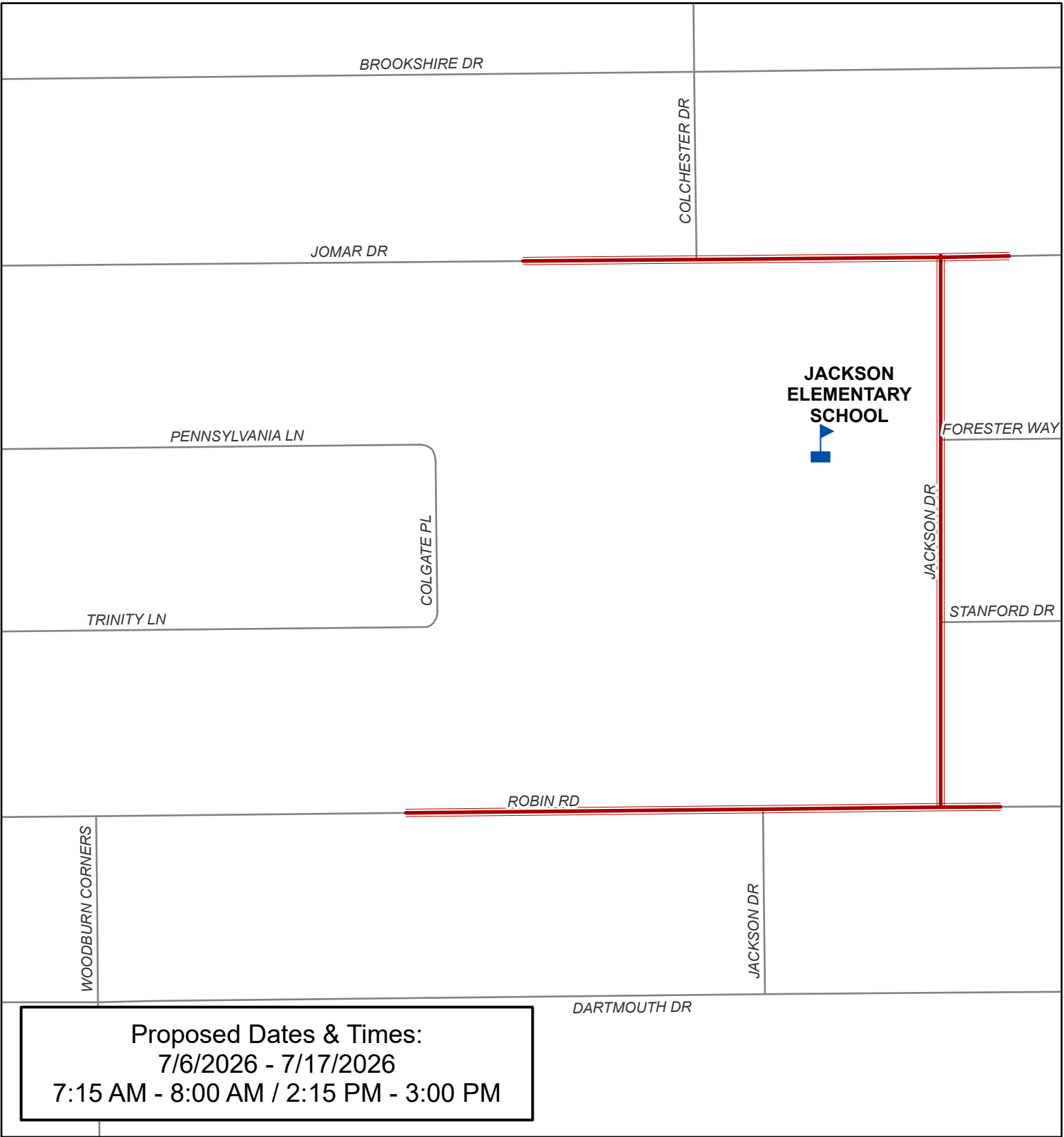
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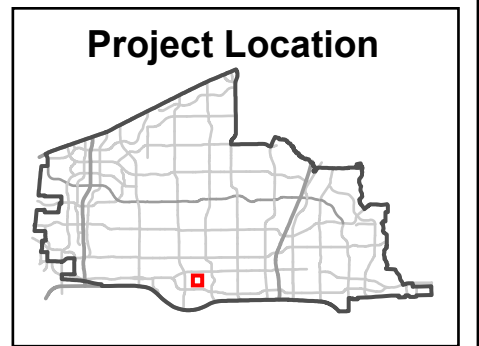
Daffron Elementary School Summer School Zone Map



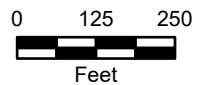
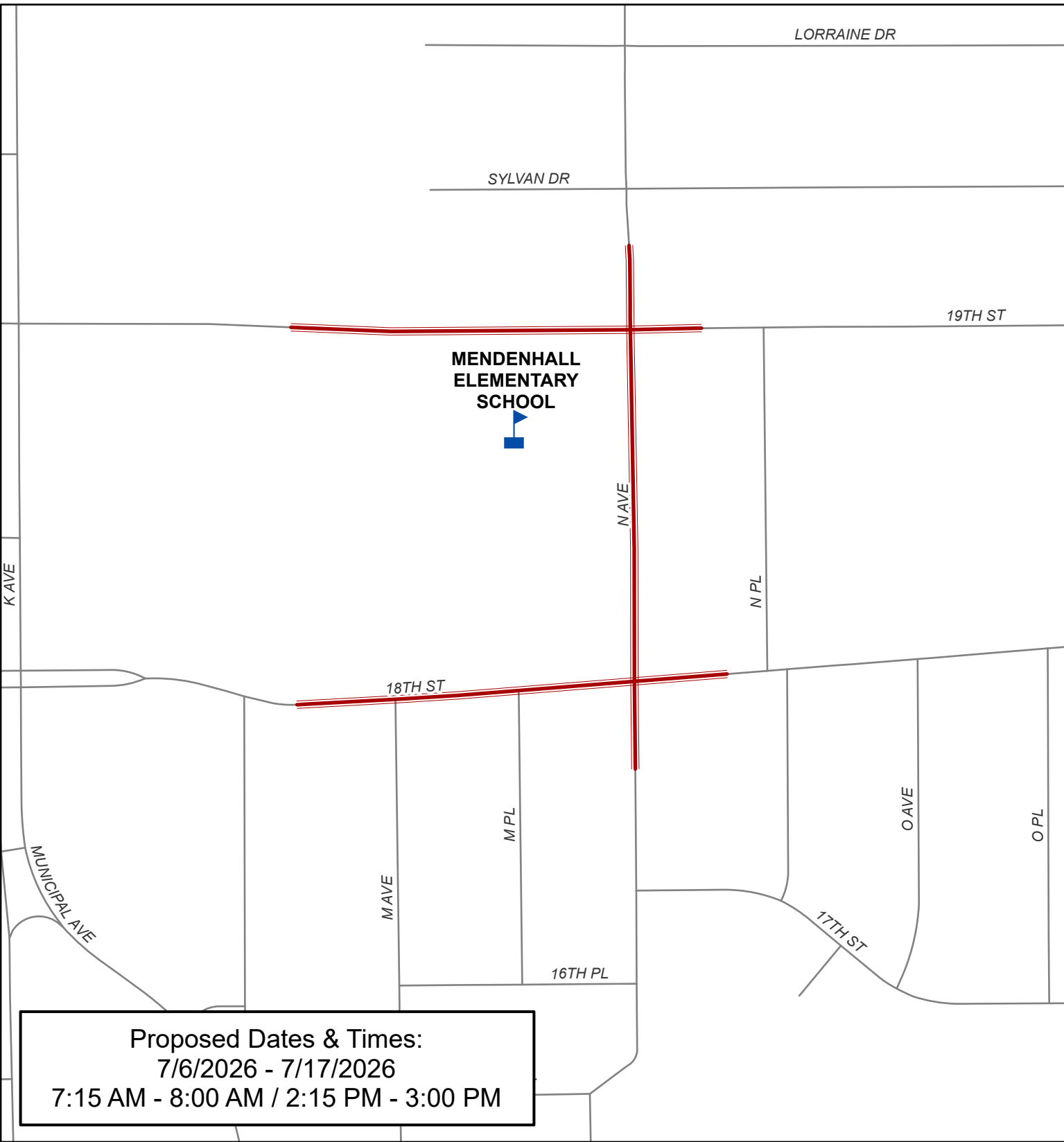
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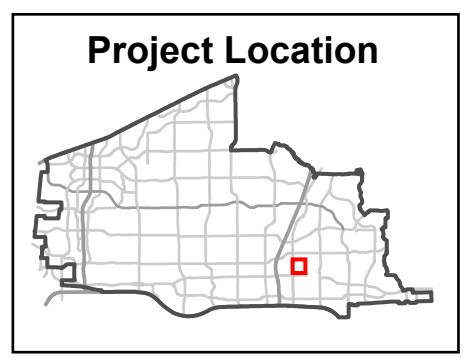
Jackson Elementary School Summer School Zone Map



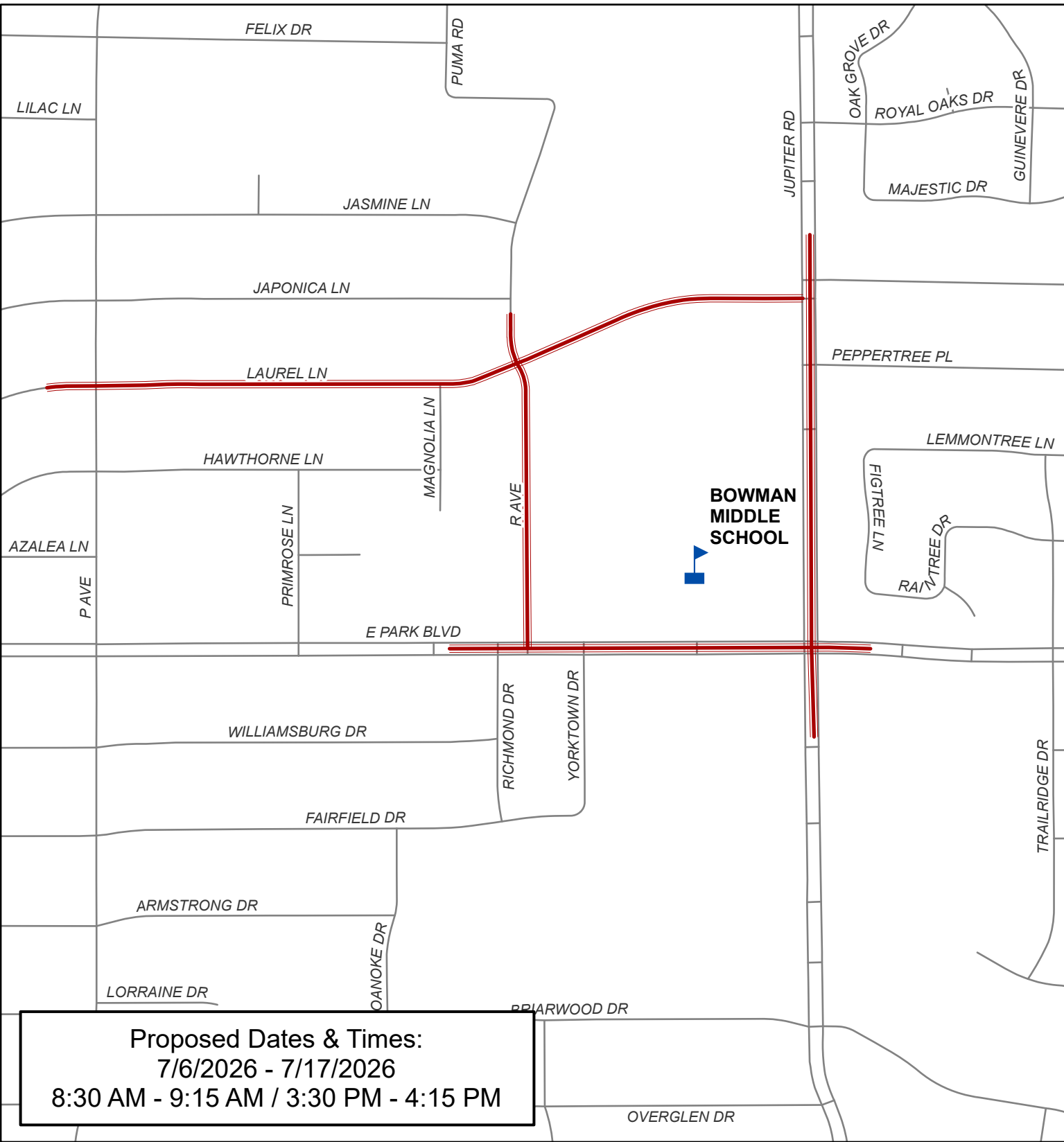
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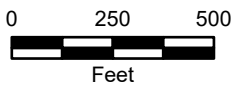
Mendenhall Elementary School Summer School Zone Map



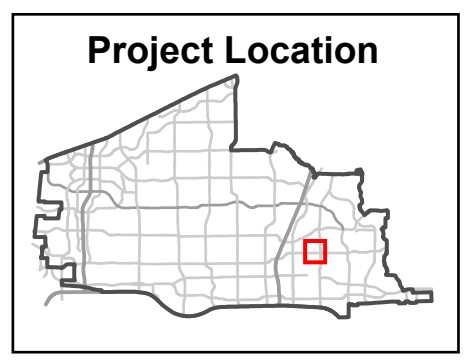
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Proposed Dates & Times:
 7/6/2026 - 7/17/2026
 8:30 AM - 9:15 AM / 3:30 PM - 4:15 PM



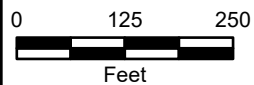
Bowman Middle School Summer School Zone Map



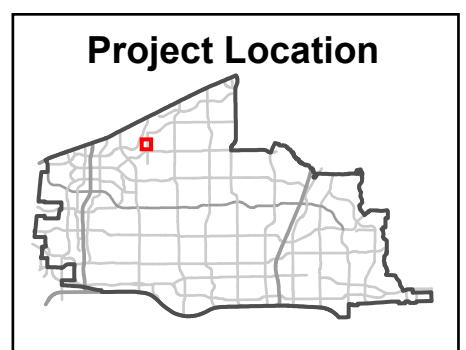
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Proposed Dates & Times:
 5/27/2026 - 6/24/2026
 7:15 AM - 8:00 AM / 3:00 PM - 3:45 PM



Riddle Elementary School Summer School Zone Map





CITY COUNCIL AGENDA MEMO

MEETING DATE: 4/13/2026
DEPARTMENT: Zoning
DIRECTOR: Christina Day, Director of Planning
AGENDA ITEM: Public Hearing and consideration of an Ordinance as requested in Zoning Case 2025-013
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2025-013 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-189-Retail/General Office on 113.9 acres of land located at the southeast corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas, to add independent living facility as a permitted use with modified development standards for maximum number of units, additional height, reduced setbacks, and increased landscape edges; the additional permitted use being limited to a specific 6.3 acre lot at the southwest corner of Park Boulevard and Ohio Drive; presently zoned as Planned Development-189-Retail/General Office with Specific Use Permits No. 229 for Private Club – Preston Park, Ltd. and Patrizio’s Restaurants, No. 455 for Day Care Center, No. 601 for Public Storage/Mini-warehouse, No. 649 for Private Club, and located within the Preston Road Overlay District; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioner: CRICQ Plano Trust **Conducted and adopted Ordinance No. 2026-4-12 with amendments**

PREVIOUS ACTION/PRESENTATION

The Planning & Zoning Commission recommended approval of this zoning case with a vote of 5-2 per their Final Report in the attached Supporting Documents.

FINANCIAL SUMMARY/STRATEGIC GOALS

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

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	4/1/2026	Ordinance
Supporting Documents	4/1/2026	Informational

Zoning Case 2025-013

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-189-Retail/General Office on 113.9 acres of land out of the Denton Darby Survey, Abstract No. 260, located at the southeast corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas, to add independent living facility as a permitted use with modified development standards for maximum number of units, additional height, reduced setbacks, and increased landscape edges; the additional permitted use being limited to a specific 6.3 acre lot at the southwest corner of Park Boulevard and Ohio Drive; presently zoned as Planned Development-189-Retail/General Office with Specific Use Permits No. 229 for Private Club – Preston Park, Ltd. and Patrizio’s Restaurants, No. 455 for Day Care Center, No. 601 for Public Storage/Mini-warehouse, No. 649 for Private Club, and located within the Preston Road Overlay District; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 13th day of April 2026, for the purpose of considering amending Planned Development-189-Retail/General Office on 113.9 acres of land out of the Denton Darby Survey, Abstract No. 260, located at the southeast corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas, to add independent living facility as a permitted use with modified development standards for maximum number of units, additional height, reduced setbacks, and increased landscape edges; the additional permitted use being limited to a specific 6.3 acre lot at the southwest corner of Park Boulevard and Ohio Drive; presently zoned as Planned Development-189-Retail/General Office with Specific Use Permits No. 229 for Private Club – Preston Park, Ltd. and Patrizio’s Restaurants, No. 455 for Day Care Center, No. 601 for Public Storage/Mini-warehouse, No. 649 for Private Club, and located within the Preston Road Overlay District; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 13th day of April 2026; 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 No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-189-Retail/General Office on 113.9 acres of land out of the Denton Darby Survey, Abstract No. 260, located at the southeast corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas, to add independent living facility as a permitted use with modified development standards for maximum number of units, additional height, reduced setbacks, and increased landscape edges; the additional permitted use being limited to a specific 6.3 acre lot at the southwest corner of Park Boulevard and Ohio Drive; presently zoned as Planned Development-189-Retail/General Office with Specific Use Permits No. 229 for Private Club – Preston Park, Ltd. and Patrizio’s Restaurants, No. 455 for Day Care Center, No. 601 for Public Storage/Mini-warehouse, No. 649 for Private Club, and located within the Preston Road Overlay District, said property being described in the legal description on Exhibit B attached hereto.

Section II. The stipulations only for Planned Development-189-Retail/General Office (PD-189-R/O-2), previously adopted by Ordinance No. 81-12-4 and amended by Ordinance Nos. 92-11-24, 94-9-26, 95-6-25, 95-7-15, 99-4-17, 2007-4-7, and 2009-10-10 are hereby repealed and replaced, and the change granted in Section I is granted with the following stipulations:

1. Maximum Lot Coverage: 50% (exclusive of parking structures)
2. Maximum Floor Area Ratio: 0.8:1 (exclusive of parking structures, which applies to the overall site and not necessarily any one lot)
3. Maximum building height shall be 2 stories for all buildings within 600 feet of Ohio Dr. right-of-way and within 700 feet of Park Blvd. right-of-way, except as noted in Section 8 below; 4 stories between 600 feet and 850 feet from Ohio Dr.; 6 stories between 850 feet and 1,450 feet from Ohio Dr.; and a maximum of 8 stories on the balance of the property. Parking structures shall be not more than 4 levels at or above grade. The height of the health and fitness center is limited to 41 feet for architectural features.

4. Within the area bounded by Ohio Dr., West Park Blvd., Preston Park Blvd., Preston Park Ct., and Old Shepard Pl., the only uses allowed shall be office centers; professional and general administrative offices; medical offices; clinics, incidental business services; incidental retail; churches and rectories; parochial, private, and public schools; day care centers with a specific use permit; household care institutions; and a health and fitness center. A health and fitness center is allowed by right within the area 600 feet south of West Park Blvd.
5. Within that area bounded by Preston Rd., Old Shepard Pl., Preston Park Ct., and a line 900 feet north of and parallel to Old Shepard Pl., only those uses allowed by right and by specific use permit in the Office-2 district shall be allowed. However, Multifamily-3 development shall be permitted as an optional use on the 17.18-acre tract described herein below and generally located in the area 800± feet east of parallel to Preston Rd. and north of Preston Park Blvd. No other form of residential development is permitted. If Multifamily-3 development is constructed, the entire site must be developed as a single project subject to the following additional stipulations:
 - a. The concept plan shall become part of this ordinance as Exhibit A. The preliminary site plan and all following site plans shall conform to the concept plan and no additional buildings shall be permitted.
 - b. Maximum Density: 266 dwelling units
 - c. Three levels of apartments over one-story garages shall be allowed.
 - d. Twenty-five-foot front building line and a 15-foot setback for side and rear yards.
 - e. Maximum Building Height: 48 feet (measured from the average grade to the roof line)
 - f. Parking spaces in front of garages that have direct access to individual units shall be included in the required parking.
 - g. Garage parking may exceed 50% of the required parking.
 - h. Wrought iron fence with brick columns shall be required along Preston Park Blvd.
 - i. Pedestrian access way shall be provided to the abutting shopping center to the north.
 - j. Facade plans shall be submitted with the preliminary site plan.
6. A minimum 25-foot-wide landscape area, including a 3-foot berm, shall be placed adjacent to the west right-of-way line of Ohio Dr.

7. The sides of all buildings, except parking garages, shall have a consistent facade design and roof line configuration. All mechanical equipment on the exteriors of structures shall be screened from public streets. Other mechanical equipment serving the structures and trash receptacles shall be screened from all public streets.
8. Independent Living Facility is an additional permitted use but is limited to the 6.3-acre tract located at the southwest corner of West Park Blvd. and Ohio Dr., subject to the following:
 - a. Maximum Units: 250 dwelling units
 - b. Maximum Building Height: 5 stories, 65 feet
 - c. Minimum Front Yard Setback on Preston Park Blvd: 25 feet
 - d. Minimum Landscape Edge along Preston Park Blvd: 25 feet
 - e. To limit visibility towards adjacent properties to the east, the fifth story facing Ohio Dr. must comply with the following restrictions:
 - i. A maximum of seven dwelling units is permitted along the facade;
 - ii. Exterior windows must be clerestory-style with elevated sill heights for any rooms other than dwelling units; and
 - iii. Any outdoor spaces must provide solid screening as approved by the Director of Planning.
 - f. Minimum Building Setback on Ohio Dr. for Portions of Buildings Exceeding Two Stories: 120 feet
 - g. The landscape edge along Ohio Dr. must contain:
 - i. One shade tree within every 50 feet of linear frontage; and
 - ii. An evergreen living screen shall be placed so as to create at least a 6-foot-tall solid screen within 2 years of installation. All landscaping shall be irrigated with an automatic sprinkler system and maintained in a healthy and growing condition and planted in a formal double row, triangular pattern.
 - h. A dog park at least 2,000 square feet in area shall be provided prior to Certificate of Occupancy.

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 13th day of April, 2026.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2025-013

DESCRIPTION, of a 113.86 acre tract of land situated in the Denton Darby Survey, Abstract No. 260, Collin County, Texas; said tract being all of Lot 1R and Lot 2, Block A, Preston Park Village Addition, an addition to the City of Plano, Texas according to the plat recorded in Volume N, Page 910, also being all of Lot 1 and Lot 2, Block A, Preston Park Fitness Center, an addition to the City of Plano, Texas according to the plat recorded in Cabinet J, Page 74, also being all of Lot 1, Block A, Preston Park South, Phase 5, an addition to the City of Plano, Texas according to the plat recorded in Volume K, Page 809, also being all of Lot 1R, Block A, Preston Park South, Phase 4, an addition to the City of Plano, Texas according to the plat recorded in Volume K, Page 718, also being all of Lot 1, Block A, Bishops, an addition to the City of Plano, Texas according to the plat recorded in Cabinet J, Page 410, also being all of Lot 1R and 2R, Block A, Preston Park South Addition, an addition to the City of Plano, Texas according to the plat recorded in Volume H, Page 391, also being all of Lot 3A, Block A, Preston Park South, an addition to the City of Plano, Texas according to the plat recorded in Cabinet I, Page 427, also being all of Lot 1R and Lot 2R, Block A, Preston Park Business Center Addition, an addition to the City of Plano, Texas according to the plat recorded in Volume 2011, Page 377, also being all of Lot 3, Block A, Preston Park Business Center Addition, an addition to the City of Plano, Texas according to the plat recorded in Volume P, Page 597, also being all of Lot 4 and Lot 5, Block A, Preston Park Business Center Addition, an addition to the City of Plano, Texas according to the plat recorded in Volume 2012, Page 104, also being all of Lot 2R, Block A, Preston Park South, Phase 3, an addition to the City of Plano, Texas according to the plat recorded in Cabinet L, Page 140, also being all of Lot 1, Block A, Homewood Suites at Preston Park South, an addition to the City of Plano, Texas according to the plat recorded in Volume J, Page 743, also being all of Lot 2R, Block 10, The Courtyard at Preston Park, an addition to the City of Plano, Texas according to the plat recorded in Volume 10, Page 250, also being all of Lot 3, Block A, Hampton Inn at Preston Park South, an addition to the City of Plano, Texas according to the plat recorded in Cabinet J, Page 591 of the Deed Records of Collin County Texas; said 113.86 acre tract being more particularly described as follows:

BEGINNING, at the intersection of the centerline of Ohio Drive (an 85-foot wide right-of-way) and West Park Boulevard (a 120-foot wide right-of-way);

THENCE, South 00 degrees, 16 minutes, 31 seconds East, departing the said centerline of West Park Boulevard and along the said centerline of Ohio Drive in a southerly direction, a distance of 2,010.40 feet to a point for corner; said point being the intersection of the said centerline of Ohio Drive and the centerline Old Shepard Place (a 85-foot wide right-of-way);

THENCE, North 89 degrees, 41 minutes, 15 seconds West, departing the said centerline of Ohio Drive and along the said centerline of Old Shepard Place, a distance of 2,119.55 feet to a point for corner; said point being along the said centerline of Old Shepard Place;

THENCE, North 00 degrees, 16 minutes, 00 seconds East, departing the said centerline of Old Shepard Place, at a distance of 42.50 feet passing the north line of said Old Shepard Place and southwest corner of said Lot 3, Block A, Hampton INN at Preston Park South, and along the west line of said Old Shepard Place, at a distance of 425.49 feet passing the south line of Preston Park Boulevard (a variable width public right-of-way) and the northwest corner of said Lot 3, Block A, Hampton INN at Preston Park South, continuing in total distance of 512.82 feet to a point for corner; said point being along the centerline of said Preston Park Boulevard; said point also being the beginning of a non-tangent curve to the right;

THENCE, along said centerline of Preston Park Boulevard in an easterly direction, the following two (2) calls:

Along said curve to the right, having a central angle of 05 degrees, 07 minutes, 57 seconds, a radius of 1,270.00 feet, a chord bearing and distance of South 88 degrees, 00 minutes, 12 seconds West, 113.73 feet, an arc distance of 113.77 feet to a point at the end of said curve;

North 89 degrees, 25 minutes, 39 seconds West, a distance of 386.91 feet to a point for corner; said point being the intersection of the said centerline of Preston Park Boulevard and the centerline Preston Road (a variable width public right-of-way);

THENCE, North 00 degrees, 34 minutes, 21 seconds East, departing the said centerline of Preston Park Boulevard and along the said centerline of Preston Road in a northerly direction, a distance of 1,479.16 feet to a point for corner; said point being the intersection of the said centerline of Preston Road and the said centerline West Park Boulevard;

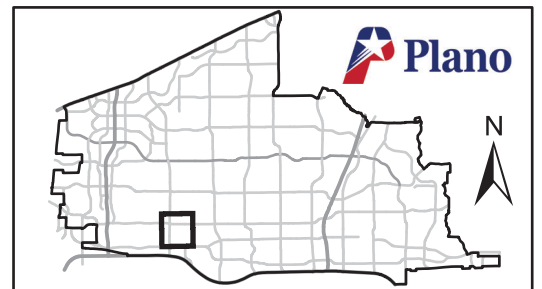
THENCE, North 89 degrees, 50 minutes, 42 seconds East, departing the said centerline of Preston Road and along the said centerline of West Park Boulevard in an easterly direction a distance of 2,593.25 feet to the POINT OF BEGINNING and CONTAINING: 4,959,723 square feet or 113.860 acres of land, more or less.



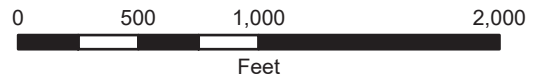
Project Number: ZC2025-013

Existing Zoning: Planned Development-189/Retail/General Office and located within the Preston Road Overlay District

Proposed Zoning: Amend Planned Development-189/Retail/General Office and located within the Preston Road Overlay District



- Subject Property
- Zoning Boundary
- Parcels
- 200' Notification Buffer
- Specific Use Permit (SUP) Boundary
- Approved Parcels
- 500' Notification Buffer
- Zoning/SUP Boundary
- Municipal Boundaries



DATE: March 25, 2026
TO: Petitioners with Items before the Planning & Zoning Commission
FROM: Planning & Zoning Commission
VIA: Mike Bell, AICP, Assistant Director of Planning 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 March 24, 2026

AGENDA ITEM NO. 2A - ZONING CASE 2025-013
PETITIONER: CRICQ PLANO TRUST

Request to amend Planned Development-189-Retail/General Office on 113.9 acres of land out of the Denton Darby Survey, Abstract No. 260, located at the southeast corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas, to add independent living facility as a permitted use with modified development standards for maximum number of units, additional height, reduced setbacks, and increased landscape edges; the additional permitted use being limited to a specific 6.3 acre lot at the southwest corner of Park Boulevard and Ohio Drive; presently zoned as Planned Development-189-Retail/General Office with Specific Use Permits No. 229 for Private Club, No. 455 for Day Care Center, No. 601 for Public Storage/Mini-warehouse, No. 649 for Private Club, and located within the Preston Road Overlay District. Tabled on January 20, 2026. Project #ZC2025-013.

APPROVED: 5-2

Speaker Card(s) Received:	Support:	<u>5</u>	Oppose:	<u>4</u>	Neutral:	<u>0</u>
Letters Received Within 200' Notice Area:	Support:	<u>0</u>	Oppose:	<u>11</u>	Neutral:	<u>0</u>
Letters Received Within the Subject Property	Support:	<u>2</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>7</u>	Oppose:	<u>158</u>	Neutral:	<u>1</u>

RESULTS:

The Commission recommended the item for approval as submitted.

To view the hearing, please click on the provided link:
<https://planotx.new.swagit.com/videos/379138?ts=465>

[Google Link](#)

JK/lb

cc: Christina Sebastian, Land Records Planning Manager
Jordan Rockerbie, Lead Planner
Devon Garcia, GIS Technician
Jeanna Scott, Building Inspections Manager
Dorothy Alatorre, Sr. Administrative Assistant - Neighborhood Services

MEETING DATE	TIME	MEETING ID	ZONING CASE
March 24, 2026	2:00 PM	PZ 03-24-2026 0	ZC2025-013

RESULTS for Ban Alali

I, **Ban Alali**, Commissioner, 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:

- City of Plano Housing Study
- Facilities & Infrastructure Policy
- Future Land Use Map & Dashboards - Character Defining Elements
- Future Land Use Map and Dashboards - Description & Priorities
- Redevelopment & Growth Management Policy - Action 8 (RGM8)
- Revitalization of Retail Shopping Centers Policy
- Special Housing Needs Policy
- Other

The proposed would have lesser impact on the community than what could potentially be built under SB840

(4) Comments on any of the above which further explain my position:

Ban Alali

March 24, 2026 @ 7:34:05 PM

Signature

Date

MEETING DATE	TIME	MEETING ID	ZONING CASE
March 24, 2026	2:00 PM	PZ 03-24-2026 0	ZC2025-013

RESULTS for Bennett Ratliff

I, **Bennett Ratliff**, 2nd Vice Chair, 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:

Provides lower density for the adjacent neighborhoods than options that would be allowed by SB840

and

(2) The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because:

Provides a needed housing option for seniors with minimal impact on adjacent single family residential areas.

and

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

- City of Plano Housing Study
- Facilities & Infrastructure Policy
- Future Land Use Map & Dashboards - Character Defining Elements
- Future Land Use Map and Dashboards - Description & Priorities
- Redevelopment & Growth Management Policy - Action 8 (RGM8)
- Revitalization of Retail Shopping Centers Policy
- Special Housing Needs Policy
- Other

(4) Comments on any of the above which further explain my position:

The developer has worked to mitigate neighborhood and commission concerns and has a track record of quality projects.



March 24, 2026 @ 7:34:04 PM

Signature

Date

MEETING DATE	TIME	MEETING ID	ZONING CASE
March 24, 2026	2:00 PM	PZ 03-24-2026 0	ZC2025-013

RESULTS for Doug Bender

I, **Doug Bender**, , 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:

Not passing this would cause an alternative SB840 case to more impactful and dramatic impact to the adjoins single family home.

and

(2) The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because:

We need more Senior housing in Central Plano and this is the best middle ground as an alternative would yield a 45' structure only 25' from the property line

and

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

- City of Plano Housing Study
- Facilities & Infrastructure Policy
- Future Land Use Map & Dashboards - Character Defining Elements
- Future Land Use Map and Dashboards - Description & Priorities
- Redevelopment & Growth Management Policy - Action 8 (RGM8)
- Revitalization of Retail Shopping Centers Policy
- Special Housing Needs Policy
- Other

(4) Comments on any of the above which further explain my position:

This was a compromise to protect the adjacent single family homes to the East of Ohio.

Doug A. Bender

March 24, 2026 @ 7:35:35 PM

Signature

Date

MEETING DATE	TIME	MEETING ID	ZONING CASE
March 24, 2026	2:00 PM	PZ 03-24-2026 0	ZC2025-013

RESULTS for J. Michael Brounoff

I, **J. Michael Brounoff**, 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:

The proposal is inconsistent and incompatible with the neighborhood; it imposes undesirable impacts on neighboring properties, and is not shown to benefit neighboring properties.

or

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

Density, height.

The request is inconsistent with the overall Guiding Principles of the Comprehensive Plan because:

It introduces an new and incompatible land use into the neighborhood and harms the neighbors.

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

Construction impacts and line of sight privacy intrusions.

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

Redevelopment & Growth Management Policy - Action 1 (RGM1)

Redevelopment & Growth Management Policy - Action 8 (RGM8)

Revitalization of Retail Shopping Centers Policy

Other

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

J. Michael Brounoff

March 24, 2026 @ 7:35:42 PM

Signature

Date

MEETING DATE	TIME	MEETING ID	ZONING CASE
March 24, 2026	2:00 PM	PZ 03-24-2026 0	ZC2025-013

RESULTS for Michael Bronsky

I, **Michael 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:

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
- Redevelopment & Growth Management Policy - Action 1 (RGM1)
- Redevelopment & Growth Management Policy - Action 8 (RGM8)
- Revitalization of Retail Shopping Centers Policy
- Other

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



Signature

March 24, 2026 @ 7:35:25 PM

Date

MEETING DATE	TIME	MEETING ID	ZONING CASE
March 24, 2026	2:00 PM	PZ 03-24-2026 0	ZC2025-013

RESULTS for Sean Lingenfelter

I, **Sean Lingenfelter**, , 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:

This seemed to be the better alternative than a 45' multifamily structure within 25 feet of the property line (95' closer to the residents) which SB 840 allows by right now.
This is less of a negative impact on the existing residents and surrounding properties with less traffic and less negative impact screening, etc.
Due to state legislature we have to weigh these new alternatives.

and

(2) The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because:

This seemed to be the better alternative than a 45' multifamily structure within 25 feet of the property line (95' closer to the residents) which SB 840 allows by right now.
This is less of a negative impact on the existing residents and surrounding properties with less traffic and less negative impact screening, etc.
Due to state legislature we have to weigh these new alternatives.

and

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

- City of Plano Housing Study
- Facilities & Infrastructure Policy
- Future Land Use Map & Dashboards - Character Defining Elements
- Future Land Use Map and Dashboards - Description & Priorities
- Redevelopment & Growth Management Policy - Action 8 (RGM8)
- Revitalization of Retail Shopping Centers Policy
- Special Housing Needs Policy
- Other

This seemed to be the better alternative than a 45' multifamily structure within 25 feet of the property line (95' closer to the residents) which SB 840 allows by right now.
This is less of a negative impact on the existing residents and surrounding properties with less traffic and less negative impact screening, etc.
Due to state legislature we have to weigh these new alternatives.

(4) Comments on any of the above which further explain my position:

MEETING DATE	TIME	MEETING ID	ZONING CASE
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Sean Sengerfelter

March 24, 2026 @ 7:37:16 PM

Signature

Date

MEETING DATE	TIME	MEETING ID	ZONING CASE
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March 24, 2026	2:00 PM	PZ 03-24-2026 0	ZC2025-013
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RESULTS for Tosan Olley

I, **Tosan Olley**, Commissioner, 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:

It aligns with our vision for Plano 2050 and increases housing stock for an aging population

and

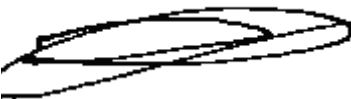
(2) The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because:

and

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

- City of Plano Housing Study
- Facilities & Infrastructure Policy
- Future Land Use Map & Dashboards - Character Defining Elements
- Future Land Use Map and Dashboards - Description & Priorities
- Redevelopment & Growth Management Policy - Action 8 (RGM8)
- Revitalization of Retail Shopping Centers Policy
- Special Housing Needs Policy
- Other

(4) Comments on any of the above which further explain my position:



Signature

March 24, 2026 @ 7:33:52 PM

Date

AGENDA ITEM NO. 2A

PUBLIC HEARING: Zoning Case 2025-013

PETITIONER: CRICQ Plano Trust

CASE PLANNER: John Kim, AICP

DESCRIPTION: Request to amend Planned Development-189-Retail/General Office on 113.9 acres of land out of the Denton Darby Survey, Abstract No. 260, located at the southeast corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas, to add independent living facility as a permitted use with modified development standards for maximum number of units, additional height, reduced setbacks, and increased landscape edges; the additional permitted use being limited to a specific 6.3 acre lot at the southwest corner of Park Boulevard and Ohio Drive; presently zoned as Planned Development-189-Retail/General Office with Specific Use Permits No. 229 for Private Club, No. 455 for Day Care Center, No. 601 for Public Storage/Mini-warehouse, No. 649 for Private Club, and located within the Preston Road Overlay District. Tabled on January 20, 2026. Project #ZC2025-013.

EXECUTIVE SUMMARY

The purpose of the request is to amend Planned Development-189-Retail/General Office (PD-189-R/O-2) to allow independent living facility as a permitted use with modified development standards on a 6.3-acre property at the southwest corner of Park Boulevard and Ohio Drive.

Changes made to the staff report that reflect the applicant's updated design since the January 2026 meeting are provided in **blue font** and bookended by diamonds (◆) below.

◆ Updates from 01/20/26 – On January 20, 2026, the Planning & Zoning Commission (Commission) tabled the item to allow time for the applicant to make additional modifications to their proposed design to limit impacts to the adjacent neighborhood across Ohio Drive. The applicant has since modified the concept plan and proposed new Planned Development (PD) stipulations for the following:

- Limiting the number of units on the fifth floor facing Ohio Drive to seven dwelling units and requiring clerestory windows or screening for other spaces;
- Codifying the required setback for portions of buildings over two stories to 120 feet;
- Providing additional trees and landscape screening along Ohio Drive; and
- Proposing a dog park. ◆

Major considerations of the request include:

- Scope of Request – PD-189-R/O-2 includes 113.9 total acres at the southeast corner of Preston Road and Park Boulevard. Although the requested rezoning is inclusive of the entire Planned Development (PD) acreage, the proposed changes are effectively limited in scope to a single 6.3-acre lot at the southwest corner of Park Boulevard and Ohio Drive (4600 W Park Boulevard). For the purposes of this report, references to the “site” or “property” refer to the 6.3-acre lot.
- Independent Living Facility Use – PD-189-R/O-2 stipulates that only specific non-residential uses are permitted in the area bound by Park Boulevard, Ohio Drive, Old Shephard Place, and Preston Park Boulevard, which includes the site. Part of the request is to allow an independent living facility as a permitted use with a maximum of 250 units only on the subject property. The use would only be allowed on this site and not the remainder of the PD. Staff is supportive of an independent living facility use on the site, if the design standards are appropriately scaled for compatibility with adjacent neighborhoods.
- Building Height – PD-189-R/O-2 limits the height of all buildings within 600 feet of Ohio Drive to two stories to create a transition in height from the adjacent single-family neighborhoods. Part of the request is to increase the maximum height of independent living facilities from two-story to five-story. ♦ Any portion of the building above two stories will need to be setback 120 feet from Ohio Drive ♦. All other non-residential uses would remain limited to two-stories in height. Staff finds the requested height incompatible in scale with the adjacent neighborhood, based on the direction of the Comprehensive Plan.
- Preston Park Frontage – The site currently requires a setback of 50 feet from Park Boulevard, Ohio Drive, and Preston Park Boulevard. Part of the request is to reduce the setback along Preston Park Boulevard to 25 feet, while also increasing the required landscape edge from 10 to 25 feet. According to the applicant, this is to allow the building to be located farther away from the adjacent neighborhood, and they are proposing additional landscaping to offset the reduction in setback.
- ♦ Landscape Edge – Under the current PD requirements, a 25-foot landscape edge is required along Ohio Drive. The applicant proposes a stipulation to require additional trees and landscape screening in this area. At street level, this includes a minimum 6-foot-tall evergreen living screen planted in a formal double-row pattern along Ohio Drive. Shade trees are also proposed at 50-foot intervals to provide additional screening at higher elevations. ♦
- Adjacent Day Care Center/School – The adjacent day care center and school (school) to the south shares an access drive and fire lane with the site. Owners of the school are concerned about construction impacts, including noise, dust, and debris affecting outdoor play and rest periods, as well as safety for children and parents navigating near the active construction area. The applicant has stated that access and fire lane connectivity will be maintained throughout construction to minimize disruption to the school’s operations, and coordination will continue to address timing and safety measures. This coordination will not be regulated or overseen by the city.
- Conformance with the Comprehensive Plan – The subject property is located within the Suburban Activity Centers (SA) Future Land Use Category. The request to allow independent living facility and the proposed density are inconsistent with the Mix of Uses of the SA Dashboard, Redevelopment and Growth Management Policy – Action 1 (RGM1), Redevelopment and Growth Management Policy – Action 8 (RGM8), and the Revitalization of

Retail Shopping Centers Policy. However, the request does support the Special Housing Needs Policy and City of Plano Housing Study by adding to the stock of new housing units and meeting the housing needs of seniors. The request is generally inconsistent with the Comprehensive Plan.

- State Law and Purpose of PD – On September 1, 2025, changes in state law mandated the city to allow multifamily development in this location, including independent living facilities, for any new projects initiated after the effective date of this legislation. This zoning petition and associated concept plan were submitted prior to the effective date of these changes and are subject to review and approval under the city ordinances in effect prior to these changes. Therefore, the newly adopted standards are not being considered with this request.

However, a new application for development could authorize construction of residential uses on the site without the need for a zoning change and would be reviewed under current development regulations, including a maximum height of 45 feet. As the proposed increase in height to 65 feet is the only portion of this PD amendment request requiring a change in zoning under the now-current regulations, staff finds the proposal to be inconsistent with the stated purposes of PDs in the Zoning Ordinance.

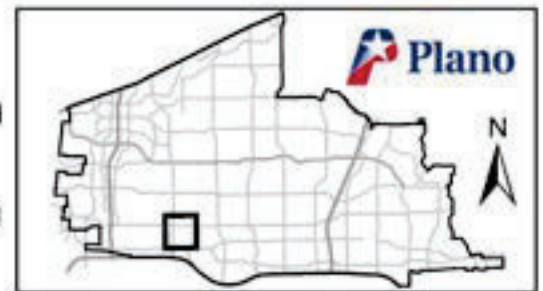
For these reasons, staff recommends denial of this request. Due to inconsistency with the Mix of Uses and Density requirements of the SA Dashboard, findings are required to approve this request. A concept plan accompanies the request as Agenda Item No. 2B.



Project Number: ZC2025-013

Existing Zoning: Planned Development-189/Retail/General Office and located within the Preston Road Overlay District

Proposed Zoning: Amend Planned Development-189/Retail/General Office and located within the Preston Road Overlay District



- Subject Property
- Zoning Boundary
- Parcels
- 200' Notification Buffer
- Specific Use Permit (SUP) Boundary
- Approved Parcels
- Zoning/SUP Boundary
- Municipal Boundaries



STAFF PRELIMINARY REPORT – INTRODUCTORY REMARKS

The applicant is requesting to amend Planned Development-189-Retail/General Office (PD-189-R/O-2) to allow independent living facility as a permitted use with modified development standards on one of the lots within the PD boundaries.

Existing Zoning – *Article 10.600* of the Zoning Ordinance states the purposes of the Retail (R) and General Office (O-2) districts are as follows:

- 1. The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling or warehousing. Limited residential uses may be considered appropriate as an extension of surrounding neighborhoods.*
- 2. The O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities.*

Planned Developments – *Section 12.100* of the Zoning Ordinance states the purpose of a PD district is as follows:

- 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 by creating architectural and cultural districts intended to provide for unique locations which are of architectural and cultural importance to the community.*

Proposed Use – *Section 8.200* of the Zoning Ordinance defines Independent Living Facility as follows:

A development providing dwelling units specifically designed for the needs of elderly persons. In addition to housing, this type of facility may provide convenience services, such as meals, housekeeping and transportation, and community facilities, such as central dining rooms and activity rooms.

Site History

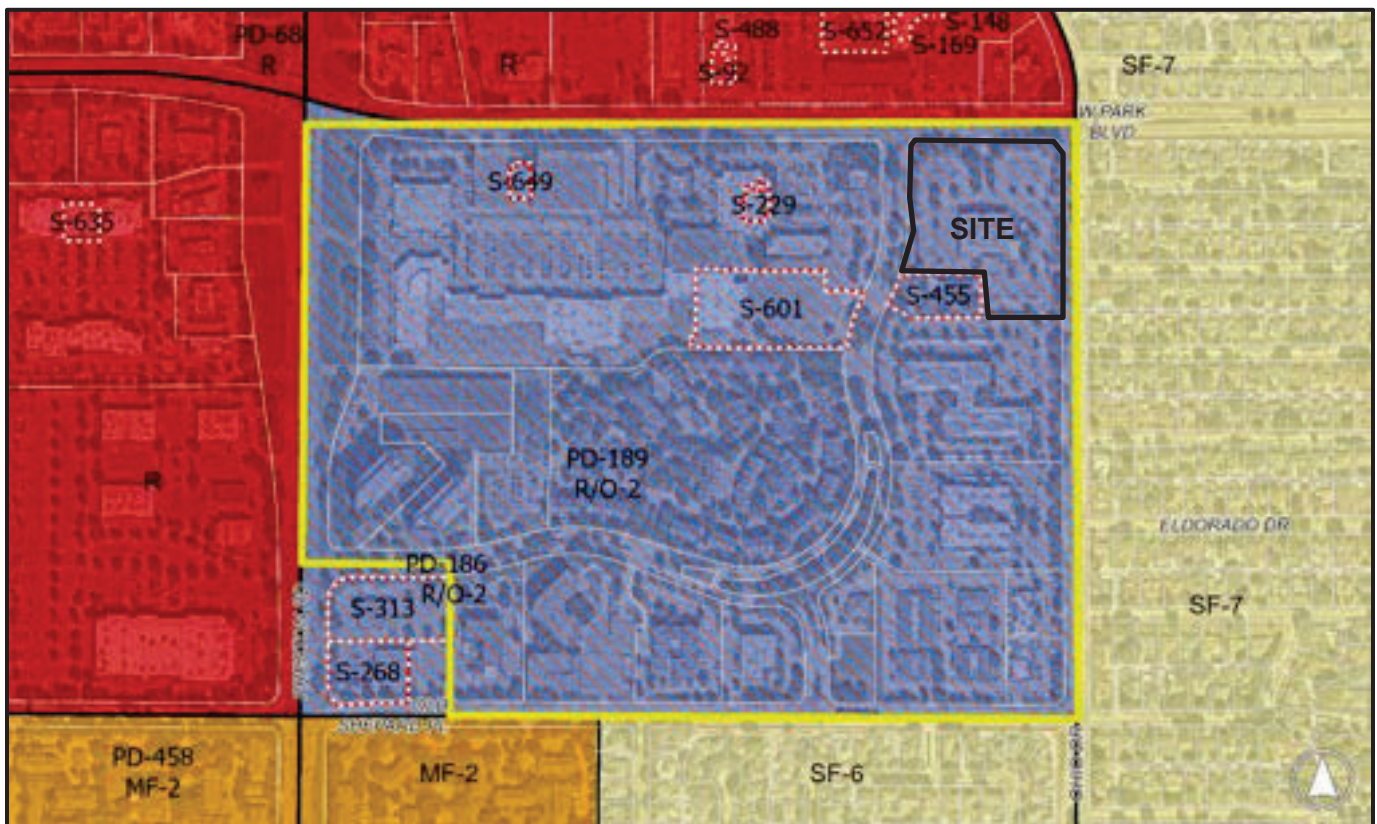
PD-189-R/O-2 was established in 1981 and included approximately 140 acres at the southeast corner of Preston Road and Park Boulevard. Plans at the time included a mix of a retail shopping center at the intersection, condominium offices along Ohio Drive, and high-rise office towers on the southwest side of the district. Since the adoption of the PD, there have been several amendments to the PD

stipulations, including modifying permitted uses and development standards, and removing properties from the PD. In 1995, the PD was amended to allow the use of a health/fitness center on the subject property. The health/fitness center was built around 1996, closed on July 1, 2025, and has remained vacant since closing.

Surrounding Land Use and Zoning

PD-189-R/O-2 includes 113.9 total acres at the southeast corner of Preston Road and Park Boulevard. Although the proposed rezoning includes all of PD-189-R/O-2, the proposed changes are effectively limited to a single 6.3-acre lot at the southwest corner of Park Boulevard and Ohio Drive. For the purposes of the information below, surrounding properties are those adjacent to the 6.3-acre site outline in black in the map below.

North	The properties across Park Boulevard are zoned Retail (R) and developed with a restaurant, convenience store, and shopping center.
East	The properties across Ohio Drive are zoned Single-family Residence-7 (SF-7) and are developed with single-family detached residences.
South	The properties are zoned PD-189-R/O-2, including Specific Use Permit No. 455 (S-455) for Day Care Center, and developed with a day care center, professional/general administrative office, and medical office.
West	The property across Preston Park Boulevard is zoned PD-189-R/O-2, including Specific Use Permits No. 229 (S-229) and No. 649 (S-649) for Private Club, and is developed with a restaurant, private club, and shopping center.



Proposed Planned Development Stipulations

PD-189-R/O-2 is proposed to be amended as follows (additions are indicated by underline; deletions are indicated by strike-through):

1. Maximum Lot Coverage: 50% (exclusive of parking structures)
2. Maximum Floor Area Ratio: 0.8:1 (exclusive of parking structures, which applies to the overall site and not necessarily any one lot)
3. Maximum building height shall be 2 stories for all buildings within 600 ft of Ohio Dr. right-of-way and within 700 feet of Park Blvd. right-of-way, except as noted in Section 8 below; 4 stories between 600 feet and 850 feet from Ohio Dr.; 6 stories between 850 feet and 1,450 feet from Ohio Dr.; and a maximum of 8 stories on the balance of the property. Parking structures shall be not more than 4 levels at or above grade. The height of the health and fitness center is limited to 41 feet for architectural features.
4. Within the area bounded by Ohio Dr., West Park Blvd., Preston Park Blvd., Preston Park Ct., and Old Shepard Pl., the only uses allowed shall be office centers; professional and general administrative offices; medical offices; clinics, incidental business services; incidental retail; churches and rectories; parochial, private, and public schools; day care centers with a specific use permit; household care institutions; and a health and fitness center. ~~The health and fitness center is defined as "A public or private facility operated to promote physical health and fitness. Activities may include exercise, physical therapy, training and education pertaining to health and fitness. Uses or combinations of uses would typically include, but are not limited to, game courts, weight lifting and exercise equipment, aerobics, swimming pools and spas, and running or jogging tracks."~~ A health and fitness center is allowed by right within the area 600 feet south of West Park Blvd.
5. Within that area bounded by Preston Rd., Old Shepard Pl., Preston Park Ct., and a line 900 feet north of and parallel to Old Shepard Pl., only those uses allowed by right and by specific use permit in the Office-2 district shall be allowed. However, Multifamily-3 development shall be permitted as an optional use on the 17.18 acre tract described herein below and generally located in the area 800± feet east of parallel to Preston Rd. and north of Preston Park Blvd. No other form of residential development is permitted. If Multifamily-3 development is constructed, the entire site must be developed as a single project subject to the following additional stipulations:
 - a. The concept plan shall become part of this ordinance as Exhibit A. The preliminary site plan and all following site plans shall conform to the concept plan and no additional buildings shall be permitted.
 - b. Maximum Density: 266 dwelling units
 - c. Three levels of apartments over one story garages shall be allowed.
 - d. Twenty-five foot front building line and a 15 foot setback for side and rear yards.
 - e. Maximum Building Height: 48 feet (measured from the average grade to the roof line)
 - f. Parking spaces in front of garages that have direct access to individual units shall be included in the required parking.

- g. Garage parking may exceed 50% of the required parking.
 - h. Wrought iron fence with brick columns shall be required along Preston Park Blvd.
 - i. Pedestrian access way shall be provided to the abutting shopping center to the north.
 - j. Façade plans shall be submitted with the preliminary site plan.
6. A minimum 25-foot wide landscape area including a 3 foot berm, shall be placed adjacent to the west right-of-way line of Ohio Dr.
7. The sides of all buildings, except parking garages, shall have a consistent facade design and roof line configuration. All mechanical equipment on the exteriors of structures shall be screened from public streets. Other mechanical equipment serving the structures and trash receptacles shall be screened from all public streets.
- ~~8. A landscape plan must be submitted for approval at the time of site plan review.~~
8. Independent Living Facility is an additional permitted use but is limited to the 6.3-acre tract located at the southwest corner of West Park Blvd. and Ohio Dr. subject to the following:
- a. Maximum Units: 250 dwelling units
 - b. Maximum Building Height: 5 stories, 65 feet
 - c. Minimum Front Yard Setback on Preston Park Blvd: 25 feet
 - d. Minimum Landscape Edge along Preston Park Blvd: 25 feet
 - e. ♦ To limit visibility towards adjacent properties to the east, the fifth story facing Ohio Dr. must comply with the following restrictions:
 - i. A maximum of seven dwelling units are permitted along the facade;
 - ii. Exterior windows must be clerestory-style with elevated sill heights for any rooms other than dwelling units; and
 - iii. Any outdoor spaces must provide solid screening as approved by the Director of Planning.
 - f. Minimum Building Setback on Ohio Dr. for Portions of Buildings Exceeding Two Stories: 120 feet.
 - g. The landscape edge along Ohio Dr. must contain:
 - i. One shade tree within every 50 feet of linear frontage; and
 - ii. An evergreen living screen shall be placed so as to create at least a 6-foot tall solid screen within 2 years of installation. All landscaping shall be irrigated with an automatic sprinkler

system and maintained in a healthy and growing condition and planted in a formal double row, triangular pattern.

h. A dog park at least 2,000 square feet in area shall be provided prior to Certificate of Occupancy.



STAFF PRELIMINARY REPORT – CONFORMANCE TO THE COMPREHENSIVE PLAN

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

Core Policies: The following policies serve as the fundamental basis for staff recommendations for zoning cases.

- **Land Use:** *Plano will support a system of organized land use to provide housing and employment choices aligned with the market, where new and redevelopment areas respect the viability and quality of life for existing neighborhoods, businesses, and institutions.*
- **Redevelopment & Growth Management:** *Plano will protect and preserve the well-established built environment of Plano and prevent overcrowding by requiring new growth and redevelopment to respect the unique development patterns, suburban character, housing needs, infrastructure capacity considerations, and fiscal constraints of our community.*

Future Land Use Map Category & Dashboard

Future Land Use – The subject property is located within the **Suburban Activity Centers (SA)** category of the Future Land Use Map (FLUM).

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



Development Pattern – *[SA areas] transition traditional commercial centers to destination shopping and entertainment areas with an integrated mix of uses and a highly walkable form and design. Pad or strip retail sites line major streets while large retailers, hotels, or offices anchor the interior. Low-to-mid rise residential uses located on minor street frontages support the shopping center. These centers are based on concepts of urban design with pedestrian-friendly amenities such as street trees, on-street parking, and active open-spaces.*

Residential Adjacency - As [SA areas] are often adjacent to established neighborhoods, development in these areas will provide a compatible transition in building height, scale, and intensity.

Park & Preston - The [SA area] at Park Boulevard and Preston Road is unique from other SA areas in that it is not in the vicinity of an expressway and is surrounded by Neighborhoods. For this reason, the maximum density for this Center should be limited to 22 DUA within 400 feet of single-family zoning districts and 35 DUA elsewhere.

The request does not meet the description of the SA category, which emphasizes adequate transitions with the surrounding neighborhood and, more specifically, a maximum of 22 DUA within 400 feet of single-family zoning within the Park & Preston area. With a maximum allowance of 250 units, the proposed independent living facility would have a density of approximately 39 DUA, exceeding the recommended density and providing an abrupt transition in height and scale from the adjacent primarily one-story, single-family neighborhood to the east.

The following priorities are applicable to this request:

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

The request partially meets Priority #1. While the proposal does not directly introduce new destination shopping or entertainment uses, the addition of residential development could support the Suburban Activity Center by increasing the local customer base for nearby retail and services.

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

The request partially meets Priority #2. The redevelopment would improve walkability with wider sidewalks along existing streets; however, the proposal does not include activated open spaces or internal pedestrian-oriented amenities.

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

The request does not meet Priority #3. The SA development pattern emphasizes a highly walkable form, with low- to mid-rise residential located on minor, pedestrian-friendly interior streets to reinforce walkability and provide appropriate transitions within the center. Mid-rise residential along major streets adjacent to established neighborhoods is generally not recommended; however, when appropriately scaled, lower-scale residential on exterior parcels may support the overall development pattern and transitions.

FLUM – SA Description and Priorities

Description	Does Not Meet
Priority #1: <i>Creating destination shopping and entertainment centers.</i>	Partially Meets
Priority #2: <i>Activated open space, quality building materials, and walkable streetscapes internal to the development.</i>	Partially Meets
Priority #3: <i>Thoughtfully and cohesively planned mix of uses.</i>	Does Not Meet

Mix of Uses – The SA dashboard recommends a Housing Mix of no more than 60% Multifamily Types. As the Park & Preston SA area is already at 100% Multifamily Types, the request for additional independent living facility units is inconsistent with the SA Dashboard’s recommended Housing Mix. As a result, findings are required to approve the request.

Desirable Character Defining Elements in SA Designation – The request is inconsistent with the development intensity, density, and open space Character Defining Element recommendations of the SA Dashboard but is consistent with the maximum height and parking orientation. As the site exceeds the recommended density, findings are required to approve the request.

FLUM – SA Desirable Character Defining Elements

Element	Recommended	Proposed	Analysis
Building Height	1 to 5 Stories	5 stories	Meets
Density	MF: 10 to 22 DUA (within 400 ft. of single-family zoning districts)	38.9 DUA	Does Not Meet
Intensity	Moderate (50 to 75% Lot Coverage)	Low (40% Lot coverage)	Does Not Meet
Open Space	15% to 20% Active Open Space	20% Passive Open Space and less than 1% of Active Open Space in the form of a dog park	Does Not Meet
Parking Orientation	Res: Structured, on-street Non-res: Mix of structured, on-street, surface lots, valet	Res: 1 story Structured Parking and Surface Parking	Meets
Block Pattern & Streetscape	Short to Medium Block Grid Urban and Traditional Streets	Wider sidewalks are proposed along existing streets	Meets

Other Comprehensive Plan Maps – The request is in conformance with and would not require improvements applicable to the Thoroughfare Plan Map, Bicycle Transportation Plan Map, or Parks Master Plan Map.

Additional Comprehensive Plan Policies – The following policies are applicable on a case-by-case basis depending upon the type, location, and general nature of the request.

[Redevelopment and Growth Management Policy, Action 1 \(RGM1\):](#) Review zoning change requests for consistency with the [Future Land Use Map and Dashboards](#). Requests that do not conform to the mix of uses, density, and building heights as described in the Dashboards are disfavored. Occasionally allow proposals that do not strictly conform to these criteria, yet are found consistent with the [Guiding Principles](#) of the Comprehensive Plan and substantially beneficial to the immediate neighbors, surrounding community, and general public interest, to be approved with a vote by City Council. Such approval would be carefully deliberated and [justified by findings](#), after gathering and considering substantial community input.

The request does not conform to the SA mix of uses and density and is therefore inconsistent with the policy. As a result, findings will be required to approve the request.

[Redevelopment and Growth Management Policy, Action 8 \(RGM8\)](#): *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.*

The request does not conform to the mix of uses and density recommendations of the SA Dashboard. However, the proposed Independent Living Facility addresses a special housing need as defined by this action. As a result, the request partially meets RGM8.

[Revitalization of Retail Shopping Centers Policy](#): *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.*

The request would replace a vacant retail use with new residential development, supporting reinvestment in the center. However, it does not provide appropriate transitions consistent with the SA Development Pattern description, and it exceeds the recommended density adjacent to single-family zoning districts. As a result, the request partially meets the Revitalization of Retail Shopping Centers Policy.

[Special Housing Needs Policy](#): *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.*

The request for an Independent Living Facility is consistent with this policy, as it would support the housing needs of seniors.

[City of Plano Housing Study](#) – The City of Plano Housing Study aims to understand and prioritize needs and gaps in the rental and for-sale housing market, identifying several supply-side constraints affecting housing production. The study notes that with few remaining greenfield sites, most new opportunities depend on redevelopment, which often requires higher development intensity to be financially viable. Additionally, higher housing prices make new construction or rehabilitation in established neighborhoods financially challenging. The proposed 250 multifamily units would help address these supply-side barriers by adding to the stock of new housing units.

[Findings Policy Assessment](#) – Findings are required to approve this request, because the request does not conform to the mix of uses and maximum density recommendations of the SA Dashboard.

Adequacy of Public Facilities – The following have been reviewed in support of the [Facilities & Infrastructure Policy](#).

- Water and Sewer – The site has existing water and sanitary sewer service and is anticipated to be adequate to service the site and the proposed use, however the petitioner may be responsible for making improvements to the water and/or sanitary sewer system to increase the system if required.

- Traffic – The city or petitioner may be responsible for making proportional improvements on or off-site, consistent with the city’s Street Design Standards. An analysis of the traffic generation estimates is provided below.

Trip Generations by Use

	Weekday AM (7 AM – 9 AM)	Weekday PM (4 PM – 6 PM)	Daily Total
Independent Living Facility (248 Units)	49.6	62.0	803.5
Multifamily Mid-Rise (4-10 Stories)	91.8	96.7	1,125.9
Health/Fitness Center (48,000 SF)	62.9	165.6	1,580.6
General Office (75,000 SF)	114.0	108.0	813.0
Single-Family Detached (32 Homes)	22.4	30.1	320.0

Note: Trip generations are based on the Institute of Transportation Engineers, Trip Generation Manual, 11th Edition.

- School Capacity – Plano Independent School District has provided a letter regarding school capacity, which staff has included in this report.
- Public Safety Response Time – Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site.
- Parks – The subject property is located within Park Fee Service Area 11. Residents can access Eldorado Park, which is located within a 0.3-mile walking distance to the southeast of the subject property. Of note, because the project was initiated prior to the effective date of the city’s updated Park fees on September 1, 2025, park fees will be charged at a rate of \$1,442.66 per unit consistent with the previous ordinance. Updated park fees are at a rate of \$4,359 per unit.
- Libraries – The subject property is located within the Haggard Library’s service area, approximately 1 mile to the northeast of the site.

Conformance to the Comprehensive Plan Summary

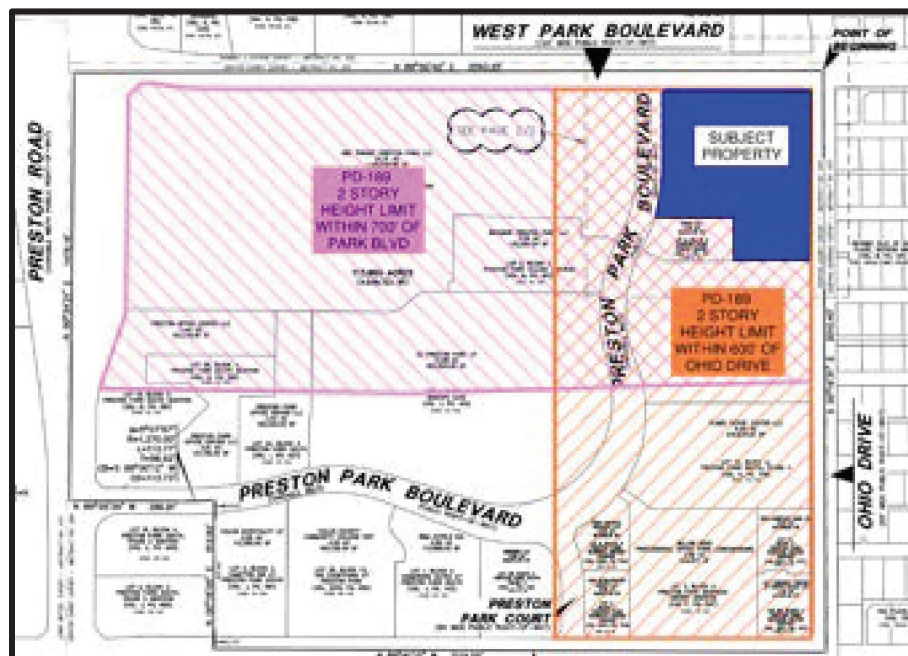
Policy or Study	Analysis
Future Land Use Map and Dashboards: Description	Does Not Meet
Future Land Use Map and Dashboards: Priorities	Partially Meets
Future Land Use Map and Dashboards: Mix of Uses	Does Not Meet
Future Land Use Map and Dashboards: Character Defining Elements	Partially Meets
Other Comprehensive Plan Maps	N/A
Redevelopment & Growth Management Policy, Action 1 (RGM1)	Does Not Meet
Redevelopment & Growth Management Policy, Action 8 (RGM8)	Partially Meets
Revitalization of Retail Shopping Centers Policy	Partially Meets
Special Housing Needs Policy	Meets
City of Plano Housing Study	Meets
Facilities & Infrastructure Policy	Meets

STAFF PRELIMINARY REPORT – ANALYSIS & RECOMMENDATION

Planned Development-189-R/O-2 (PD-189-R/O-2) includes 113.9 total acres at the southeast corner of Preston Road and Park Boulevard. Although the proposed rezoning is inclusive of the entire Planned Development (PD), the proposed changes are effectively limited to a single 6.3-acre lot at the southwest corner of Park Boulevard and Ohio Drive. These include a request to allow independent living facility as a permitted use with up to 250 dwelling units and a height of 5 story (65 feet), reduce front yard setbacks on Preston Park Boulevard from 50 feet to 25 feet, to increase the required landscape edge along Preston Park Boulevard from 10 feet to 25 feet, ♦ [require additional trees and landscaping along Ohio Drive, and to limit visibility from the fifth floor to the adjacent neighborhood to the east.](#) ♦

Proposed Changes to Planned Development Stipulations

- *Independent Living Facility Use* – PD-189-R/O-2 stipulates that only specific non-residential uses are permitted in the area bound by Park Boulevard, Ohio Drive, Old Shephard Place, and Preston Park Boulevard, which includes the site. Part of the request is to allow an independent living facility as a permitted use with a maximum of 250 units. The use would only be allowed on the site and not the remainder of the PD. Details of the proposed development are included with the associated concept plan. Staff is supportive of an independent living facility use on the site if appropriately scaled for compatibility with adjacent neighborhoods.
- *Building Height & Residential Adjacency* – PD-189-R/O-2 restricts the height of all buildings to two stories within 600 feet of Ohio Drive and 700 feet of Park Boulevard, as shown in the image below. These setbacks were intended to limit the location of high-rise office towers proposed in the original PD to the southwest side of the district due to the residential adjacency to the east. The request proposes to increase the height for independent living facilities on the subject project from 2 stories to 5 stories, 65 feet.



Due to the adjacency of single-family residential to the east and policies of the Comprehensive Plan, staff recommended the applicant consider sloping the height so that the tallest portions of

the building were located on the west side of the property. The applicant did shift the building away from Ohio Drive but maintained a consistent 5-story height.

◆ At the January meeting, the applicant presented an exhibit depicting a residential proximity slope from the adjacent neighborhood to the east. While the exhibit did not accurately reflect Zoning Ordinance requirements, staff has verified that the proposed design meets the city's standard slope requirement formula. For simplicity, a PD stipulation has been added that requires any portion of the building above two stories to be set back a minimum of 120 feet from the property line along Ohio Drive, which meets the Zoning Ordinance requirement.

To illustrate potential viewpoints from the fifth floor of the building, the applicant provided aerial imagery captured by a drone at 45 and 55 feet from four points along Ohio Drive, set back approximately 120 feet (see attached). Although the request complies with the Zoning Ordinance requirements, staff finds the additional height inappropriate for this site due to the residential proximity and height limitations on other similarly situated properties in the PD. ◆

- *Setbacks* – The site is currently subject to a front yard setback of 50 feet along Park Boulevard, Ohio Drive, and Preston Park Boulevard. The applicant is requesting to reduce the setback along Park Boulevard to 25 feet so that the building can be located farther away from the single-family neighborhood to the east, while maintaining the desired building footprint. Although this reduction may be beneficial for the nearby properties, the consistent 5-story building height remains a staff concern.

- *Landscape Edges* – A 10-foot landscape edge is required along Preston Park Boulevard. The applicant is proposing to increase the minimum landscape edge required from 10 feet to 25 feet to provide additional landscaping along the street.

◆ In response to concerns about visibility from the adjacent neighborhood, the applicant is proposing additional landscaping along Ohio Drive to enhance screening at both the street level and higher elevations. At the street level, this includes a double-row, offset pattern of a minimum six-foot-tall evergreen living screen, as shown in the attached graphic. This is intended to restore similar landscaping that was damaged and removed following Winter Storm Uri in 2021. The applicant is also proposing shade trees at 50-foot intervals along the Ohio Drive frontage, which will provide additional screening from upper floors as the trees mature. Staff supports the enhanced landscape edge and the additional required landscaping as proposed. ◆

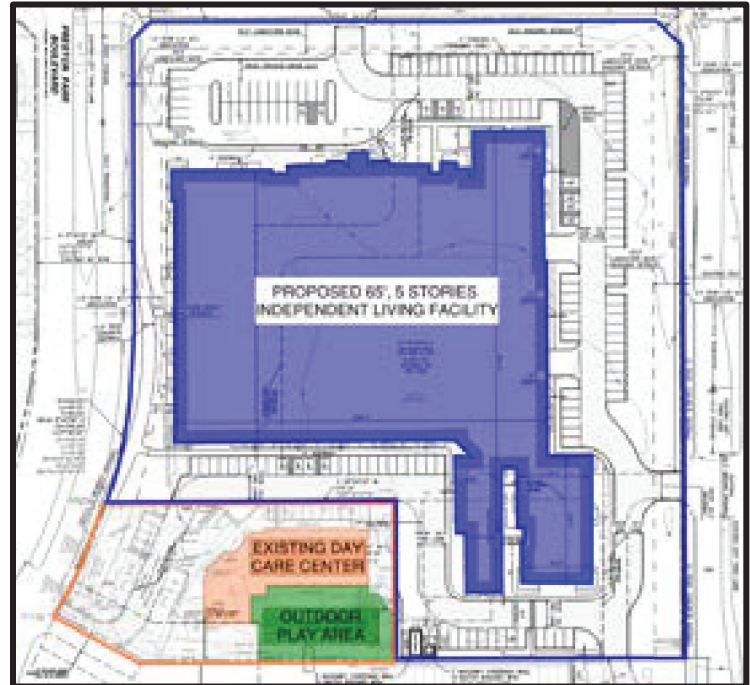
- ◆ *Upper Floor Visibility Stipulations* – As part of the request, the applicant is proposing to limit the number of residential units on the fifth floor along Ohio Drive to no more than seven. A conceptual floor plan is attached to demonstrate the proposed design, but is subject to change. This restriction is intended to reduce the number of units facing Ohio Drive and improve privacy for nearby residents. If amenity centers or other indoor spaces are included along the fifth floor, clerestory-style windows with higher sill heights must be used to allow light but limit visibility. If outdoor space is used, screening must be provided as approved by the Director of Planning. ◆
- ◆ *Dog Park* – In order to provide more amenities for the building's residents, the applicant is proposing a dog park on the site with a minimum size of 2,000 square feet. On the associated concept plan, the dog park is proposed to be located at the northeast corner of the site. ◆

The table below summarizes the requested changes:

Development Standard	Existing	Proposed
Independent Living Facility Use	Not Permitted	Permitted
Max. Height	2 story	5 story, 65 ft.
Min. Setback on Preston Park Blvd.	50 ft.	25 ft.
Min. Landscape Edge on Preston Park Blvd.	10 ft.	25 ft.

Adjacent Day Care Center/School – There is an existing day care center/school directly south of the property, which shares an access drive with the subject property. A fire lane that connects across the two properties will be reconfigured with the construction of the proposed development.

Owners of the day care center/school shared concerns regarding the health and safety of the students during the construction process. Specifically, potential impacts include noise, dust, and debris affecting outdoor play and rest periods, as well as safety concerns from parents navigating through an active construction site near the school. The graphic to the right details the proximity and scale of the independent living facility in relation to the existing day care center.



The proximity of the proposed building to the day care center/school and the proposed height do create additional construction risks than those for a smaller building. Staff encouraged the owners and the petitioner to discuss ways to coordinate construction times to mitigate concerns. The petitioner has stated that access and fire lane connectivity for the adjacent school will be maintained so that its operations are not directly impacted by any access closures.

Potential Impacts of Recent Changes in Law – On June 20, 2025, the Governor of Texas signed into law Senate Bill 840 (SB 840) which allows multifamily and mixed-use by right in many commercial properties within cities, such as Plano, with populations over 150,000 and counties with populations over 300,000. More information about these changes and the corresponding updates to city development regulations for compliance with the law can be viewed at the [City Council meeting on August 25, 2025](#). Due to this change, a new development application for this district would allow the following:

- Independent Living uses with a maximum height of 45 feet;
- Building setbacks of no more than 25 feet;
- No lot coverage restrictions.

However, under a new development application, the city will have additional authority in the following areas:

- Earlier detailed review of infrastructure capacity demands related to the development through water, sewer, drainage, floodplain, and traffic studies;

- Requirement for a development agreement to ensure proportional reimbursement for any necessary city infrastructure costs;
- [Design standard requirements](#) supporting site quality and sustainable design;
- Notice of the project sent to adjacent owners and posted on site;
- Internal street network requirements; and
- Additional park fees to cover open space costs for new residents.

Because the zoning petition was submitted prior to enactment of the new state law, the petitioner had the option to be reviewed under the previous regulations or the current city regulations, which were updated to align with state standards. The petitioner opted to move forward with the request under the previous regulations.

As the proposed increase the maximum height to 5 story, 65 feet is the only requested change inconsistent with current regulations, staff finds this request to be inconsistent with the stated purposes of PDs in the Zoning Ordinance to protect the public, further the comprehensive plan, accommodate innovative design, mitigate development impacts, and enhance the visual quality of development.

SUMMARY:

The applicant is requesting amendments to PD-189-R/O-2 to allow an independent living facility with up to 250 units, a reduced setback, increased landscape edges, ♦ [landscape screening](#) ♦, and a building height of five stories, 65 feet. While the proposed use, setbacks, and landscape edges are generally compatible with current standards in the R and O-2 districts, the requested building height is not consistent with the surrounding development and is not appropriate for the area. ♦ [Since the January 20, 2026, P&Z meeting, the applicant has proposed additional updates intended to improve privacy for adjacent residents, however, it does not fully resolve the concerns.](#) ♦ Although the proposal would provide additional senior housing opportunities in Plano, it is generally inconsistent with the Comprehensive Plan. Ultimately, staff finds that the proposed amendment does not meet the purpose of the Planned Development district, as it would remove site-specific protections intended to ensure compatibility with adjacent properties.

RECOMMENDATION:

Recommended for denial. Per the Comprehensive Plan and 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.



January 12, 2025

RE: **Letter of Support for ZC-25-013**

Dear Commissioners, City Council Members, and The Honorable Mayor of Plano,

As the applicant for the proposed Watermere Plano Senior Independent Living project, I am writing to document our support and reasoning for ZC-25-013. Our company, Integrated Real Estate Group (IREG), would serve as the developer, general contractor, and property manager of Watermere.

IREG is a privately-owned, Southlake-based real estate company that has developed and managed over 15,700 units since our founding in 2003. IREG is a long-term owner and operator of our quality communities, offering a community-oriented mindset where employees are financially invested in the success of our projects. Our core Independent Living communities are called Watermere, of which we've developed 10 in D-FW since the original community in Southlake was built in 2007. Other D-FW locations include Frisco, McKinney, Flower Mound, NRH, and Mansfield, among others.

In late 2024, we identified an unmet need for more senior housing options in Plano, especially for quality Independent Living communities. The City publicized this need through a City-commissioned Housing Study that was issued in June 2025. A few key takeaways of that study include:

- Senior households through 2027 are projected to grow by **21%** (approximately **5,900** households), representing **70%** of total household growth in the city. *(Pg. 6 of the Jobs Housing Balance Study)*
 - Nearly all future household growth in Plano will be driven by seniors. *(Pg. 17)*
- Plano's demographic trend toward older households will continue, **requiring the City to prioritize senior housing solutions.** *(Pg. 13)*
- Many seniors looking to downsize **may not have suitable housing options within Plano.** *(Pg. 27 of the Housing Study)*. As a result, **seniors are increasingly aging in place, remaining in homes longer than desired.** *(Pg. 27)*
 - This trend is **reducing housing turnover**, limiting the availability of traditional homes for families. *(Pg. 14)*. Plano's 55-64 age group is also growing, indicating continued senior housing demand in the future. *(Pg. 13)*
- **Without additional age-appropriate housing, the housing supply for both seniors and families will remain constrained.** *(Pg. 11)*

We are presenting an option that would directly address many of these concerns. Our proposed Watermere community differs both in design and operation from existing communities within the City.

The reason for the rezoning is twofold. First and foremost, it's consistent with what we've been communicating with the neighborhood since we began our outreach in April 2025. A rezoning requires City approval and thus gives a certain level of control over the use in question. Despite the recent Code changes brought on by SB 840 that would allow an alternative, less public approval route, we believe the transparency of the rezoning process is a win-win for the City and the community at large.

Secondly, the central request at question is whether to grant a height variance for the building. The proposed use is now allowed by right, with a maximum height of 45'. We are requesting an increase to add another story, as our layout contains a first-floor podium parking garage. Senior residents desire this structured parking, which results in a higher-quality design and a more expensive project. Overall, the proposed use is less dense and less disruptive than what could otherwise be built. We prepared a Use Comparison Chart that highlights the differences and is included in your packet. Compared to a regular apartment community, Watermere will

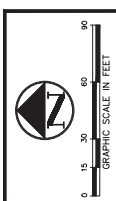
- Be an age-restricted community
- Feature fewer units
- House fewer people
- Be a less dense development
- Generate substantially fewer vehicle trips
- Support local businesses through onsite catering and events
- Provide 17,000+ sq ft more internal amenity space
- Provide meal service 6 days a week with a commercial kitchen, dining room, and bar
- Offer group transportation via a shared bus
- Bring a new, stable source of substantial tax revenue to the City and ISD

In sum, this rezoning allows the City to establish an age-restricted use that limits the number of units and imposes design guardrails, while bringing desperately needed housing for the community as outlined in the City's Housing Study.

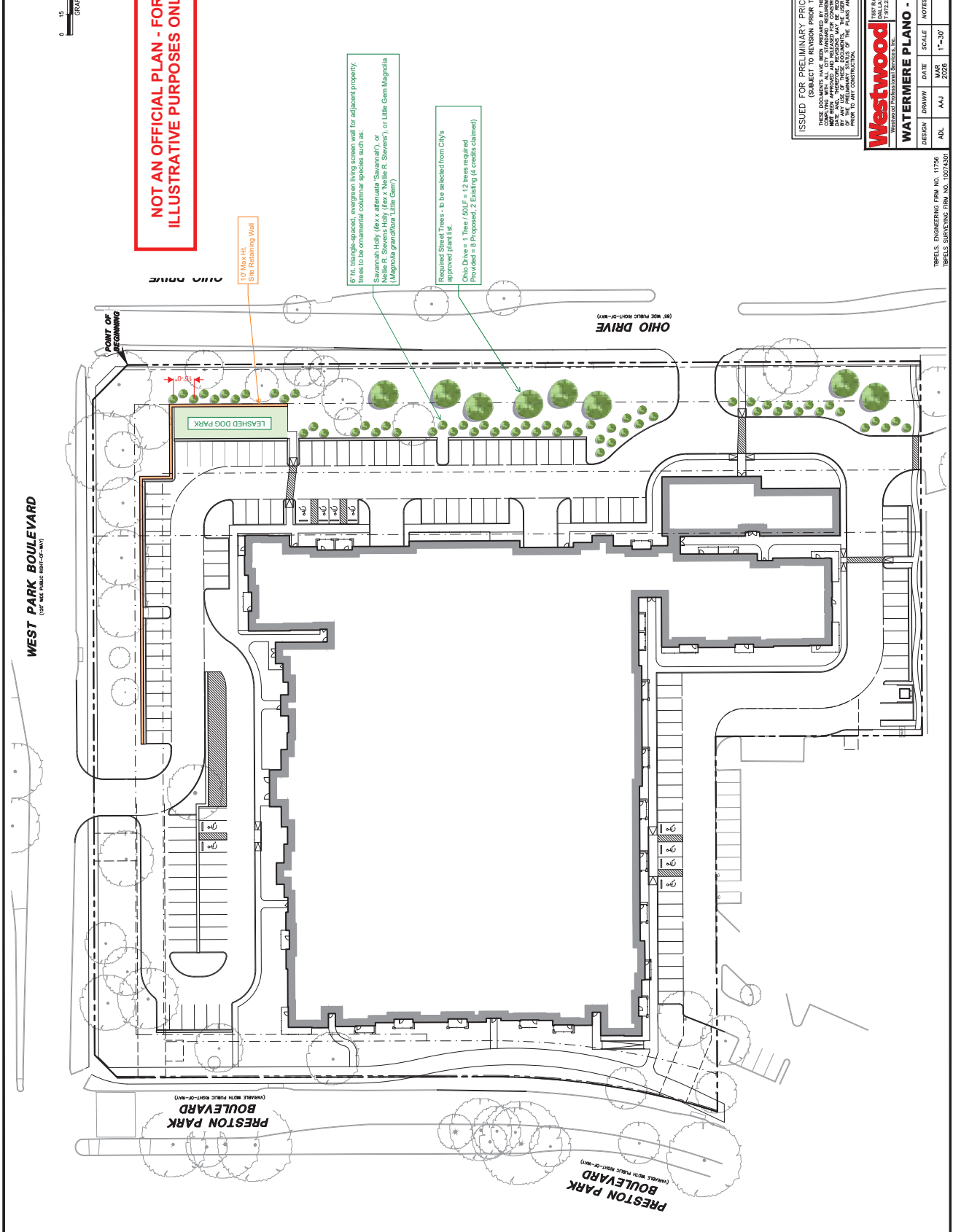
Please feel free to contact me with any questions.

Sincerely,

Trevor D. Armstrong, J.D.
Director of Development & Acquisitions
Tarmstrong@ireg.us
(817) 993-9382



NOT AN OFFICIAL PLAN - FOR ILLUSTRATIVE PURPOSES ONLY



6' ht. triangle-spaced, evergreen living screen wall for adjacent property. Trees to be ornamental columnar species such as Savannah Holly (Ilex alternata Savannah), or Magnolia grandiflora (Magnolia) or Little Gem Magnolia (Magnolia grandiflora Little Gem).

Required Street Trees - to be selected from City's approved plant list.
Ohio Drive = 1 Tree (SULE = 12 trees required)
Provided = 8 Proposed, 2 Existing (4 credits claimed)

ISSUED FOR PRELIMINARY PRICING PURPOSES ONLY
(SUBJECT TO REVISION PRIOR TO CONSTRUCTION)
THESE DOCUMENTS HAVE BEEN PREPARED BY THE ENGINEER WITH THE BEST OF HIS SKILL AND CARE AND WITHOUT LIABILITY TO THE ENGINEER FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIM AND HE SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIM AND HE SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS.

Westwood
WESTWOOD PROFESSIONAL SERVICES, INC.
1001 S. HANCOCK ROAD SUITE 1400
DALLAS, TX 75231
754.229.3531

DESIGN	DATE	SCALE	NOTES	FILE	NO.
AAJ	MAR 2008	1"=30'			EXHB

WATERMERE PLANO - BASE EXHIBIT

TBPELS: ENGINEERING FIRM NO. 11756
TBPELS: SURVEYING FIRM NO. 10274501

View 1
45' Above Ground



View 1
55' Above Ground

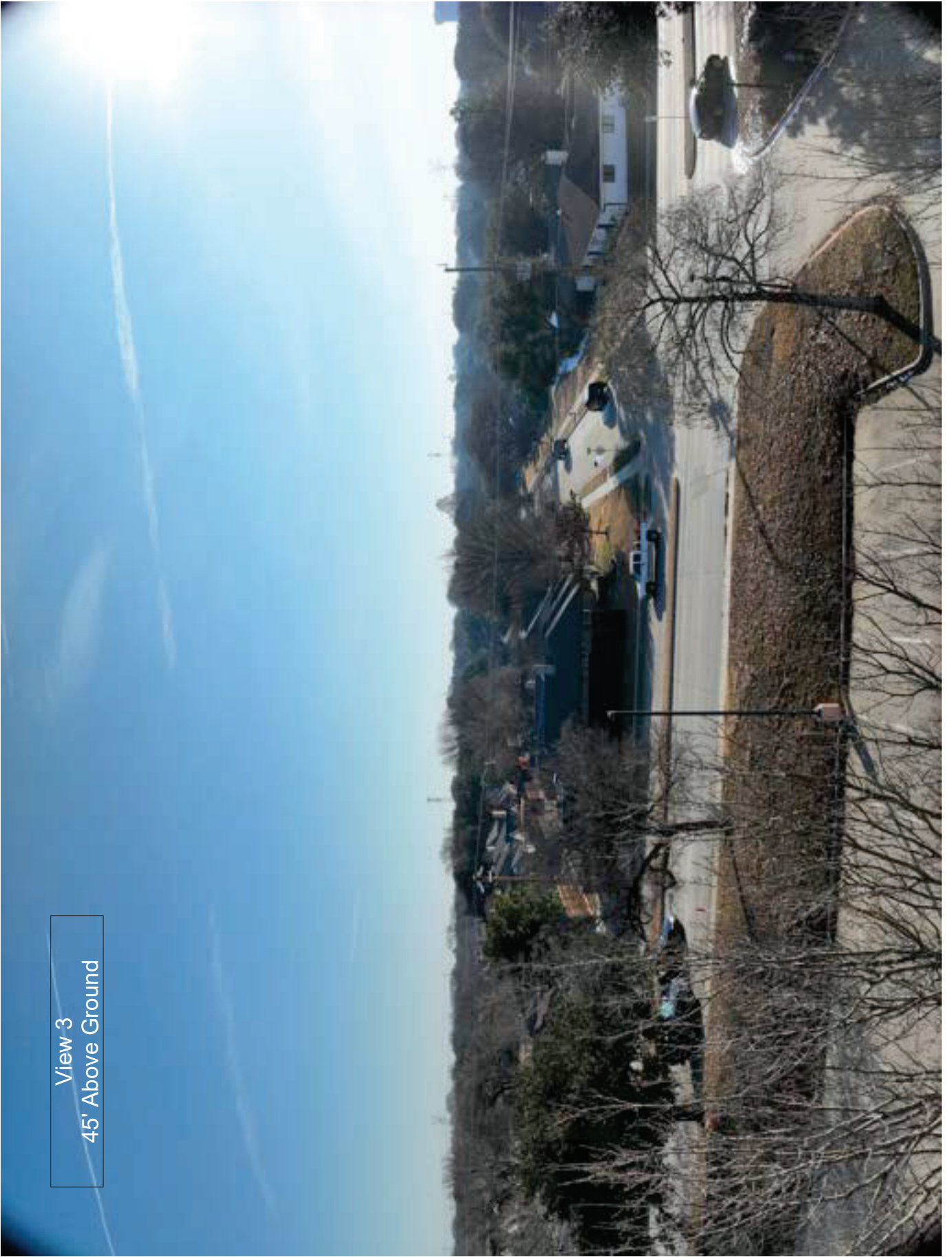


View 2
45' Above Ground



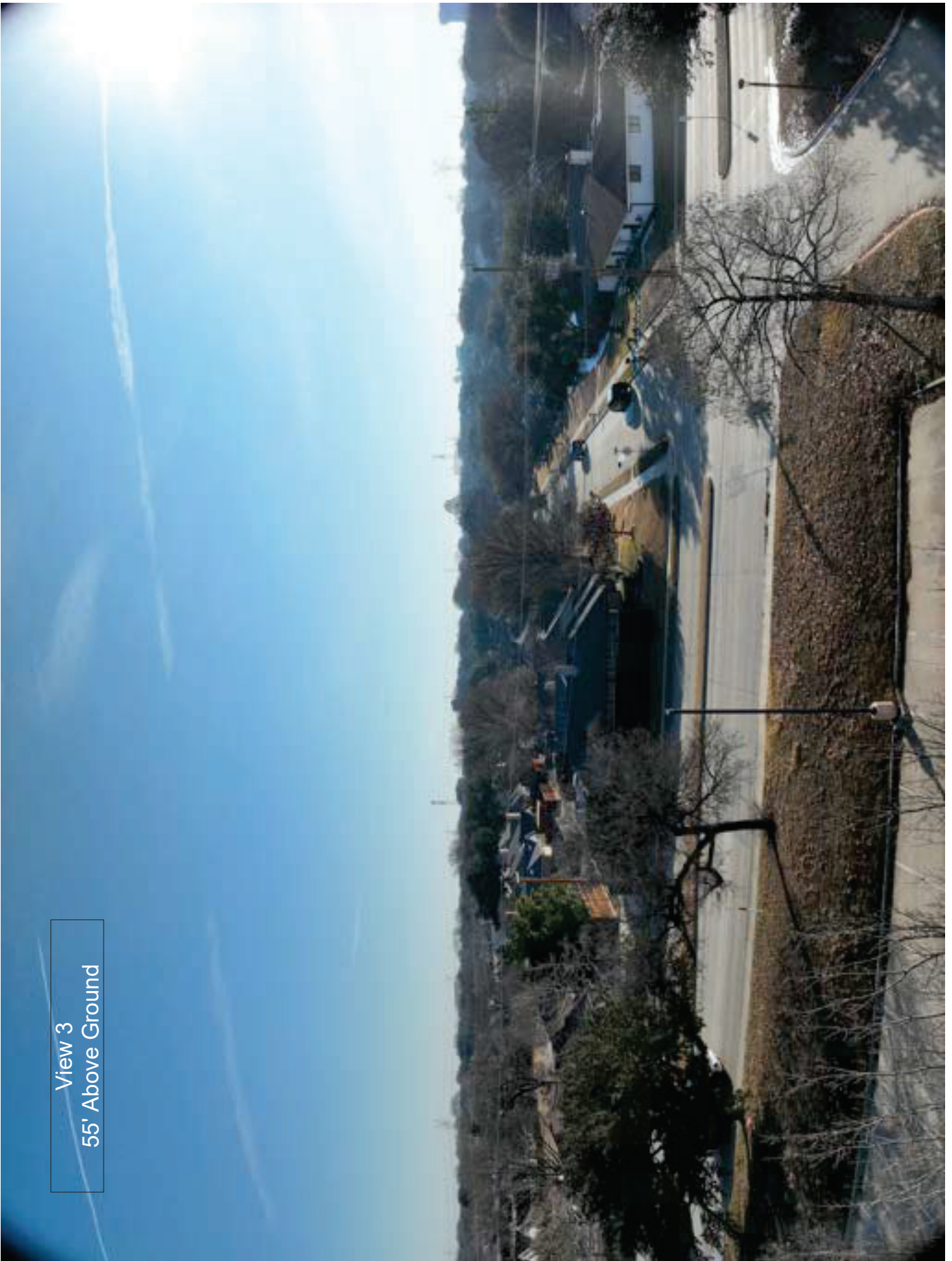
View 2
55' Above Ground





View 3
45' Above Ground

View 3
55' Above Ground



View 4
45' Above Ground



View 4
55' Above Ground



MEETING DATE

Monday, April 13, 2026

RESULTS

I, Chair/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: _____.

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 and Dashboards – Description & Priorities
- Future Land Use Map and Dashboards – Mix of Uses
- Future Land Use Map and Dashboards – Character Defining Elements
- Redevelopment & Growth Management Policy – Action 1 (RGM1)
- Redevelopment & Growth Management Policy – Action 8 (RGM8)
- Revitalization of Retail Shopping Centers Policy
- 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

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, April 13, 2026

RESULTS

I, Chair/Commissioner _____, 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:
 - Future Land Use Map and Dashboards – Description & Priorities
 - Future Land Use Map and Dashboards – Character Defining Elements
 - Redevelopment & Growth Management Policy – Action 8 (RGM8)
 - Revitalization of Retail Shopping Centers Policy
 - Special Housing Needs Policy
 - City of Plano Housing Study
 - Facilities & Infrastructure Policy
 - Other: _____
4. Comments on any of the above which further explain my position: _____.

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

Signature

Date

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