



## **CITY COUNCIL**

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

**DATE: September 26, 2023**

**TIME: 7:00 PM**

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

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](http://www.planotv.org) and [Facebook.com/cityofplanotx](https://www.facebook.com/cityofplanotx).

To pre-register to speak at the City Council meeting, please visit [https://forms.plano.gov/Forms/Sign\\_Up\\_Citizen](https://forms.plano.gov/Forms/Sign_Up_Citizen). Online registration opens at 5:00 p.m. on the Wednesday prior to the meeting and closes at 4:00 p.m. on the day of the meeting. Onsite registration is available on the day of the meeting until 15 minutes prior to the start of the meeting.

Emails regarding agenda items may be submitted to: [councilcomments@plano.gov](mailto:councilcomments@plano.gov).

### **CALL TO ORDER**

**INVOCATION: Rev. Dr. Gayle Landis - First United Methodist Church Plano**

**PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Boys and Girls Clubs of Collin County - Plano**

**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.**

### **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.**

### **CONSENT AGENDA**

**The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Presiding Officer will establish time limits based upon the number of speaker requests.**

#### **Approval of Minutes**

- (a) September 11, 2023  
**Approved**

#### **Approval of Expenditures**

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

- (b) RFB No. 2023-0567-B for Re-Bid RFB Building No. 045 Liberty Recreation Center Outdoor Repairs, Project No. FAC-F-7447, for the Engineering Department to JonesCo General Contractors, LLC in the amount of \$125,449; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2023-0474-B for Public Works Service Center Project No. FAC-F-7436 and Equipment Fleet Services Project No. FAC-F-7435, Generator and ATS Switch Replacement, for the Engineering Department to P3 Partners, LLC dba P3 Builds in the amount of \$279,000; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2023-0585-B for Emerson Drive Widening - Preston Meadow Drive to Virginia Drive, Project No. 7587, for the Engineering Department to ANA Site Construction, LLC in the amount of \$682,622; and authorizing the City Manager to execute all necessary documents. **Approved**
- (e) RFB No. 2023-0415-B for Sidewalk Improvements - Rockbrook Drive, Trailridge Drive, East Park Boulevard, and Lakeview Trail Pedestrian Bridge, Project No. 7464, for the Engineering Department to Ratliff Hardscape, Ltd. in the amount of \$1,515,471; and authorizing the City Manager to execute all necessary documents. **Approved**
- (f) RFP No. 2022-0701-AC for a five (5) year contract for the RFID and Automated Material Handling System for Plano Public Libraries to EnvisionWare, Inc. in the estimated amount of \$1,616,527; and authorizing the City Manager to execute all necessary documents. **Approved**

**Purchase from an Existing Contract**

- (g) To approve the purchase of one (1) John Deere Tractor and three (3) John Deere Pro Gator Utility Vehicles for Fleet Services in the amount of \$152,397 from United Ag & Turf through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 110719-JDC and Sourcewell Contract No. 031121-DAC) **Approved**
- (h) To approve the purchase of one (1) Toro Groundmaster 4000-D Mower, one (1) Toro Groundmaster 7210 Mower with Recycler Kit, and one (1) Toro Sand Pro 5040 Ballfield Groomer for Fleet Services in the amount of \$169,232 from Professional Turf Products, L.P. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 301121-TTC) **Approved**
- (i) To approve the purchase of one (1) Teupen TC 92SJ 2023 Spider Lift for Fleet Services in the amount of \$189,500 from Global Rental Co. Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 062320-ALT) **Approved**
- (j) To approve the purchase of four (4) Flatbed Body Trucks and six (6) Service Body Trucks in the estimated amount of \$907,624 from Silsbee Ford through an existing contract; and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 210907) **Approved**

**Approval of Contract Modification**

- (k) To approve of the First Modification to the Interlocal Agreement by and between the City of Plano and Plano Independent School District for Head Start Program; and authorizing the City Manager to execute all necessary documents. (Contract No. 2019-0692-I, Modification No.1) **Approved**

**Approval of Change Order**

- (l) To approve a decrease to the current awarded contract amount of \$5,957,117 by \$811,830, for a total contract amount of \$5,145,287, for Residential Concrete Pavement Repair Zones I7 and N3 from Jim Bowman Construction Company, L.P. for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2021-0466-B; Change Order No. 1) **Approved**

**Approval of Expenditure**

- (m) To approve an expenditure for the purchase of real property located at 1406 G Avenue in the amount of \$885,000 from John Young; and authorizing the City Manager to execute all necessary documents. **Approved**
- (n) To approve an expenditure for the purchase of downloadable content (e-books, music, and e-audio library materials) with Kindle functionality for a one (1) year contract with four (4) one-year automatic renewals in an estimated annual amount of \$900,000 from OverDrive, Inc. for the Plano Public Libraries; and authorizing the City Manager to execute all necessary documents. **Approved**

- (o) To approve an expenditure for construction materials testing professional services for Material Testing Residential - 2023, Project No. PW-S-00054, in the amount of \$200,000 from TEAM Consultants, Inc. for the Public Works Department; and authorizing the City Manager to execute all necessary documents. **Approved**
- (p) To approve an expenditure for landscape architect professional services for Oak Point Park Hillside Parking Lot and Restroom, Project No. PKR-P-00060, in the amount of \$328,225 from Mesa Design Associates, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**

**Approval of Contract / Agreement**

- (q) To approve a Development Agreement by and between the City of Plano, Texas and Plano DMA-TSAHC Housing, LLC, a Texas limited liability corporation; and authorizing the City Manager to execute all necessary documents. **Approved**

**Adoption of Ordinances**

- (r) To repeal Ordinance No. 2023-6-3, codified as Article V, Noise, of Chapter 14, Offenses – Miscellaneous, of the City of Plano Code of Ordinances, and replacing it with a new Article V, Noise, of Chapter 14, Offenses – Miscellaneous, of the City of Plano Code of Ordinances; prohibiting construction on private property from 10:01 PM to 6:59 AM under certain circumstances; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. **Adopted Ordinance No. 2023-9-18**
- (s) To amend Ordinance No. 2022-10-4 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to increase the fee schedules for water and sewer services effective October 1, 2023, and providing a repealer clause, a severability clause, a savings clause, and an effective date. **Adopted Ordinance No. 2023-9-19**
- (t) To amend Ordinance No. 2022-10-5 codified as Section 18-32 of Article II, Collection Charges, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas, to increase the collection and disposal rates of: (1) 68 gallon and 95 gallon single-family and duplex containers and (2) 95 gallon containers for non-franchisee commercial customers; and providing a repealer clause, a severability clause, a savings clause, and an effective date. **Adopted Ordinance No. 2023-9-20**
- (u) To amend Section 12-101, Prohibited on certain streets at all times, Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to establish no parking zones along sections of the east, west, and south sides of Rigsbee Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2023-9-21**
- (v) To amend Section 12-101, Prohibited on certain streets at all times, Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to establish no parking zones along sections of the east and west sides of Talbert Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2023-9-22**



- (w) To amend Section 12-101, Prohibited on certain streets at all times, Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to establish no parking zones along the north and south sides of Grafton 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. 2023-9-23**
- (x) To amend Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to extend the existing no parking zone along the west side of Puma Road north to Felix Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2023-9-24**
- (y) To amend Section 12-74(b), Maximum Limits on Specific Streets, of Article IV, Speed, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to lower the prima facie maximum speed limit from fifty-five (55) miles per hour to forty-five (45) miles per hour on Preston Road (State Highway 289) approximately 1,200 feet north of Legacy Drive to its intersection with State Highway 121, 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. 2023-9-25**

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. Complete or download the ADA Reasonable Accommodation Request Form at <https://www.plano.gov/395/Accessibility-Accommodations>

## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023

**DEPARTMENT:** City Secretary

**DIRECTOR:** Lisa Henderson, City Secretary

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

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**AGENDA ITEM:** To pre-register to speak at the City Council meeting, please visit [https://forms.plano.gov/Forms/Sign\\_Up\\_Citizen](https://forms.plano.gov/Forms/Sign_Up_Citizen). Online registration opens at 5:00 p.m. on the Wednesday prior to the meeting and closes at 4:00 p.m. on the day of the meeting. Onsite registration is available on the day of the meeting until 15 minutes prior to the start of the meeting.

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**RECOMMENDED ACTION:** Location Link

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## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** City Secretary  
**DIRECTOR:** Lisa Henderson, City Secretary  
**AGENDA ITEM:** Approval of Minutes  
**RECOMMENDED ACTION:** Approval of Minutes

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### **ITEM SUMMARY**

September 11, 2023

**Approved**

### **ATTACHMENTS:**

Description	Upload Date	Type
Preliminary Open Meeting Minutes	9/19/2023	Minutes
Regular Meeting Minutes	9/19/2023	Minutes

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
September 11, 2023**

**COUNCIL MEMBERS PRESENT**

John B. Muns, Mayor  
Kayci Prince, Mayor Pro Tem – via Zoom (5:10 p.m.)  
Maria Tu, Deputy Mayor Pro Tem  
Anthony Ricciardelli  
Rick Horne  
Shelby Williams  
Julie Holmer  
Rick Smith

**STAFF PRESENT**

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

Mayor Muns called the meeting to order at 5:00 p.m., Monday, September 11, 2023, in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue and via videoconference. A quorum was present. Mayor Muns then 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 discuss Litigation, Section 551.071; discuss Real Estate Matters, Section 551.072; and discuss Personnel Matters, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required. The Council convened into Executive Session at 5:05 p.m.

Mayor Muns reconvened the meeting back into the Preliminary Open Meeting at 5:55 p.m.

- **Consideration and action resulting from Executive Session discussion**
- **Personnel – Reappointments**
  - a) Plano Housing Authority

Mayor Muns recommended reappointment of Kathy Hines whereby, a motion was made by Council Member Ricciardelli and seconded by Mayor Muns. The Council voted 8-0 to reappoint Kathy Hines.

- **Noise Ordinance Update**
- **Street Design Standards**
- **Consent and Regular Agendas**

Consent Item H (Ricciardelli) was pulled for individual consideration.
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting adjourned at 6:58 p.m.

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John B. Muns, MAYOR

ATTEST:

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
REGULAR SESSION  
September 11, 2023**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

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

Mayor Muns convened the Council into the Regular Session on Monday, September 11, 2023, at 7:03 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**

Pastor Sam Fenceroy with Mt. Olive Church of Plano led the invocation and Girl Scout Troop 8861 led the Pledge of Allegiance and Texas Pledge.

**Proclamations and Special Recognitions**

Proclamation: September is National Preparedness Month.

Proclamation: September 21 - 24, 2023, is the H-E-B 1 Central Market Plano Balloon Festival.

Presentation: Plano Citizens Academy honored the 2022-2023 graduates.

**Comments of Public Interest**

Darrell Rodenbaugh spoke to the 2023 StarDust Community Awards and upcoming arts events. Alexander Stein addressed the Council.

**Consent Agenda**

**MOTION:** Upon a motion made by Council Member Ricciardelli and seconded by Council Member Horne, the Council voted 8-0 to approve all items on the Consent Agenda, except Item “H”, as follows:

### **Approval of Minutes**

August 28, 2023  
(Consent Agenda Item “A”)

### **Approval of Expenditures**

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

**RFB No. 2023-0412-AC** for an initial term of \$292,992 or one (1) year, whichever comes first, with one (1) City optional renewal for Construction Debris Hauling for the Public Works Department to Braxton Transportation, LLC; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**RFB No. 2023-0475-B** for Building 062 Plano Event Center Door and Access Control, Project No. FAC-F-7462, for the Engineering Department to Native Consolidated Management LLC in the amount of \$898,323; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

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

To approve the purchase of Motorola APX Portable Radios, charging banks, and mobile radios for the Animal Services Department in the amount of \$110,123 from Motorola Solutions, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR Contract No. DIR-TSO-4101) (Consent Agenda Item “D”)

To rescind the purchase of Traffic Signal Maintenance from Mel’s Electric, LP and approve the purchase of Traffic Signal Maintenance for a one (1) year contract with two (2) one-year City optional renewals for the Public Works Department in the estimated annual amount of \$600,000 from Mel's Electric, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (City of Garland Contract BL-9278 and City of Plano Internal Contract No. 2023-0402-I). (Consent Agenda Item “E”)

Rescind awards of RFB No. 2021-0344-O and RFB No. 2021-0433-O for two (2) Haul Trucks and two (2) Kenworth T370 12-14 Dump Trucks with Ox Bodies Dump Body to MCH Kenworth and to approve the purchase of three (3) Dump Trucks and two (2) Haul Trucks for Fleet Services to be used by various departments in the amount of \$680,591 from Southwest International Trucks through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 601-19) (Consent Agenda Item “F”)

#### **Approval of Change Order**

To approve an increase to the current awarded contract amount of \$3,454,350 by \$302,000, for a total contract amount of \$3,756,350, for Alley Concrete Pavement Repairs Zones L2 and L3, Project No. 7569, from Cam-Crete Contracting, Inc. for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2023-0077-B; Change Order No. 1) (Consent Agenda Item “G”)

### **Approval of Expenditure**

To approve an expenditure for Professional Services Data Migration Engagement for a two (2) year, three (3) month contract in the estimated amount of \$150,320 from Girikon, Inc. for the Technology Solutions Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

To approve an expenditure for integration development services in the estimated amount of \$197,000 from Apisero, Inc. for the Technology Solutions Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

### **Adoption of Resolutions**

**Resolution No. 2023-9-1(R):** To repeal Resolution No. 2015-1-1(R) and approve an updated Fire Department Fee Schedule for inspection services; and providing a repealer clause, a severability clause, a savings clause and an effective date. (Consent Agenda Item “K”)

**Resolution No. 2023-9-2(R):** To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date. (Consent Agenda Item “L”)

**Resolution No. 2023-9-3(R):** To authorize the filing of application for federal funds in an amount not to exceed \$164,105.00 under the Fiscal Year 2023 Homeland Security Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date. (Consent Agenda Item “M”)

### **Adoption of Ordinances**

**Ordinance No. 2023-9-4:** To amend Section 8-19, of Article III, of Chapter 8, Fire Prevention and Protection, of the City of Plano Code of Ordinances, to remove the authority to assess certain occupancy inspection fees; and providing a repealer clause, a severability clause, a savings clause, and an effective date. (Consent Agenda Item “N”)

### **End of Consent**



**To ratify an expenditure** in the amount of \$185,000 for one (1) 4x4 Crew Cab Bucket Truck from Ring Power for Fleet Services; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Due to a potential conflict of interest, Council Member Ricciardelli stepped away from dais during the item.

**MOTION:** Upon a motion made by Deputy Mayor Pro Tem Tu and seconded by Council Member Horne, the Council voted 7-0 to ratify an expenditure in the amount of \$185,000 for one (1) 4x4 Crew Cab Bucket Truck from Ring Power for Fleet Services; and authorizing the City Manager to execute all necessary documents.

Council Member Ricciardelli returned to the dais.

**Public Hearing on the proposed tax rate** of \$0.4176 per \$100 of taxable value for Fiscal Year 2023-24. (The first Public Hearing was held on August 28, 2023.) (Regular Agenda Item “1”)

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

**Ordinance No. 2023-9-5:** To approve and adopt the Tax Rate for the fiscal year beginning October 1, 2023 and terminating September 30, 2024; and providing an effective date. (The first Public Hearing was held on August 28, 2023. The second Public Hearing is being held on September 11, 2023, prior to the adoption of this Ordinance.) (Regular Agenda Item “2”)

**MOTION:** Upon a motion made by Deputy Mayor Pro Tem Tu and seconded by Council Member Smith, the Council voted 7-0-1, with Council Member Ricciardelli abstaining, that the property tax rate be increased by the adoption of a tax rate of \$0.4176, which is effectively an 8.05 percent increase in the tax rate; and further to adopt Ordinance No. 2023-9-5.

**Ordinance No. 2023-9-6:** To ratify the property tax revenue in the 2023-24 Budget as a result of the City receiving more revenues from property taxes in the 2023-24 Budget than in the previous fiscal year; and providing an effective date. (The first Public Hearing was held on August 28, 2023. The second Public Hearing is being held on September 11, 2023, prior to the adoption of this Ordinance.) (Regular Agenda Item “3”)

**MOTION:** Upon a motion made by Deputy Mayor Pro Tem Tu and seconded by Council Member Williams, the Council voted 7-0-1, with Council Member Ricciardelli abstaining, to ratify the property tax increase reflected in the budget adopted for the fiscal year beginning October 1, 2023 and ending September 30, 2024; and further to adopt Ordinance No. 2023-9-6.

**Ordinance No. 2023-9-7:** To approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2023, and terminating September 30, 2024; and providing an effective date. (Public Hearings held on August 14, 2023, August 17, 2023, and August 28, 2023.) (Regular Agenda Item “4”)

**Ordinance No. 2023-9-7 (Cont'd.)**

**MOTION:** Upon a motion made by Deputy Mayor Pro Tem Tu and seconded by Council Member Horne, the Council voted 7-0-1, with Council Member Ricciardelli abstaining, to approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2023, and terminating September 30, 2024; and further to adopt Ordinance No. 2023-9-7.

**Ordinance No. 2023-9-8:** To approve and adopt the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2023, and ending September 30, 2024; and providing an effective date. (Public Hearings held on August 14, 2023, August 17, 2023, and August 28, 2023.) (Regular Agenda Item “5”)

**MOTION:** Upon a motion made by Deputy Mayor Pro Tem Tu and seconded by Council Member Ricciardelli, the Council voted 8-0 to approve and adopt the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2023, and ending September 30, 2024; and further to adopt Ordinance No. 2023-9-8.

**Ordinance No. 2023-9-9:** To repeal Ordinance No. 2022-9-7; establishing the classifications and Compensation Plan for the civil service members of the Plano Fire Department for fiscal year 2023-24 with the effective date of September 25, 2023; establishing the number of positions and Certification and Assignment Pay Plans for the civil service members of the Plano Fire Department for fiscal year 2023-24 with the effective date of October 1, 2023; and providing a repealer clause, a severability clause and an effective date. (Regular Agenda Item “6”)

**MOTION:** Upon a motion made by Council Member Ricciardelli and seconded by Deputy Mayor Pro Tem Tu, the Council voted 8-0 to repeal Ordinance No. 2022-9-7; establishing the classifications and Compensation Plan for the civil service members of the Plano Fire Department for fiscal year 2023-24 with the effective date of September 25, 2023; establishing the number of positions and Certification and Assignment Pay Plans for the civil service members of the Plano Fire Department for fiscal year 2023-24 with the effective date of October 1, 2023; and further to adopt Ordinance No. 2023-9-9.

**Ordinance No. 2023-9-10:** To repeal Ordinance No. 2022-9-8; establishing the classifications and Compensation Plan for the civil service members of the Plano Police Department for fiscal year 2023-24 with the effective date of September 25, 2023; establishing the number of positions and Certification and Assignment Pay Plans for the civil service members of the Plano Police Department for fiscal year 2023-24 with the effective date of October 1, 2023; and providing a repealer clause, a severability clause and an effective date. (Regular Agenda Item “7”)

**MOTION:** Upon a motion made by Council Member Ricciardelli and seconded by Deputy Mayor Pro Tem Tu, the Council voted 8-0 to repeal Ordinance No. 2022-9-8; establishing the classifications and Compensation Plan for the civil service members of the Plano Police Department for fiscal year 2023-24 with the effective date of September 25, 2023; establishing the number of positions and Certification and Assignment Pay Plans for the civil service members of the Plano Police Department for fiscal year 2023-24 with the effective date of October 1, 2023; and further to adopt Ordinance No. 2023-9-10.

Mayor Pro Tem Prince left the meeting at 8:18 p.m.

**Ordinance No. 2023-9-11:** To adopt the Street Design Standards, which are minimum standards to be followed in the design and development of streets, thoroughfares, sidewalks, and appurtenances within the city, and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. (Regular Agenda Item “8”)

Nathan Shea spoke to concerns regarding reducing the number of lanes on downtown area streets.

**MOTION:** Upon a motion made by Council Member Williams and seconded by Deputy Mayor Pro Tem Tu, the Council voted 7-0 to adopt the Street Design Standards, which are minimum standards to be followed in the design and development of streets, thoroughfares, sidewalks, and appurtenances within the city with a stipulation to that no permanent changes to the physical travel lanes may be implemented until after the City Council has had an opportunity to evaluate the results of a six-month downtown pilot program with prototype installation; and further to adopt Ordinance No. 2023-9-11.

**Public Hearing and adoption of Ordinance No. 2023-9-12** as requested in Comprehensive Plan Amendment 2023-001 to amend the Thoroughfare Plan Map and Cross Sections of the Comprehensive Plan, originally adopted by Ordinance No. 2021-11-1, incorporating amendments associated with adoption of the Street Design Standards; and providing an effective date. Petitioner: City of Plano (Regular Agenda Item “9”)

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

**MOTION:** Upon a motion made by Council Member Horne and seconded by Council Member Smith, the Council voted 7-0 to amend the Thoroughfare Plan Map and Cross Sections of the Comprehensive Plan, originally adopted by Ordinance No. 2021-11-1, incorporating amendments associated with adoption of the Street Design Standards; as requested in Comprehensive Plan Amendment 2023-001; and further to adopt Ordinance No. 2023-9-12.

**Public Hearing and adoption of Ordinance No. 2023-9-13** as requested in Zoning Case 2023-002 to amend Article 1 (Legal Framework), Article 3 (Site Plan Review), Article 9 (Residential Districts), Article 10 (Nonresidential Districts), Article 11 (Overlay Districts), Article 12 (Planned Development District), Article 13 (Lot and Building Standards), Article 15 (Use-specific Regulations), Article 17 (Landscaping and Tree Preservation), Article 21 (Residential Adjacency Standards), Article 22 (Signs), and Article 25 (Traffic Impact Analysis) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, to incorporate and align with the Street Design Standards; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioner: City of Plano (Regular Agenda Item “10”)

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

**Public Hearing and adoption of Ordinance No. 2023-9-13 (Cont'd.)**

**MOTION:** Upon a motion made by Council Member Williams and seconded by Deputy Mayor Pro Tem Tu, the Council voted 7-0 to amend Article 1 (Legal Framework), Article 3 (Site Plan Review), Article 9 (Residential Districts), Article 10 (Nonresidential Districts), Article 11 (Overlay Districts), Article 12 (Planned Development District), Article 13 (Lot and Building Standards), Article 15 (Use-specific Regulations), Article 17 (Landscaping and Tree Preservation), Article 21 (Residential Adjacency Standards), Article 22 (Signs), and Article 25 (Traffic Impact Analysis) of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, to incorporate and align with the Street Design Standards; as requested in Zoning Case 2023-002; and further to adopt Ordinance No. 2023-9-13.

**Public Hearing and adoption of Ordinance No. 2023-9-14** as requested in Subdivision Ordinance Amendment 2023-001 to amend Article I (General Provisions), Article II (Definitions), Article III (Platting Process), Article V (Requirements for Public Improvements, Reservations and Design), and Article VI (Participation and Escrow Policies) of the Subdivision Ordinance of the City, Ordinance No. 2017-11-4, as heretofore amended, to incorporate and align with the Street Design Standards; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioner: City of Plano (Regular Agenda Item “11”)

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

**MOTION:** Upon a motion made by Council Member Horne and seconded by Council Member Ricciardelli, the Council voted 7-0 to amend Article I (General Provisions), Article II (Definitions), Article III (Platting Process), Article V (Requirements for Public Improvements, Reservations and Design), and Article VI (Participation and Escrow Policies) of the Subdivision Ordinance of the City, Ordinance No. 2017-11-4, as heretofore amended, to incorporate and align with the Street Design Standards; as requested in Subdivision Ordinance Amendment 2023-001; and further to adopt Ordinance No. 2023-9-14.

**Ordinance No. 2023-9-15:** To repeal obsolete transportation planning and design documents including Ordinance Nos. 2009-6-10 and 2009-9-12, which adopted the Thoroughfare Standards Rules and Regulations, Resolution No. 89-8-15(R), which adopted the Traffic Island Guidelines, and Resolution No. 94-6-10(R), which adopted the Private Street Subdivision Guidelines; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. (Regular Agenda Item “12”)

**MOTION:** Upon a motion made by Deputy Mayor Pro Tem Tu and seconded by Council Member Ricciardelli, the Council voted 7-0 to repeal obsolete transportation planning and design documents including Ordinance Nos. 2009-6-10 and 2009-9-12, which adopted the Thoroughfare Standards Rules and Regulations, Resolution No. 89-8-15(R), which adopted the Traffic Island Guidelines, and Resolution No. 94-6-10(R), which adopted the Private Street Subdivision Guidelines; and further to adopt Ordinance No. 2023-9-15.

**Ordinance No. 2023-9-16:** To repeal Article V (Building Lines on Specific Streets) of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano, to repeal Section 19-21 (Rules and Regulations Adopted) of Article II, Design and Construction, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Plano, to amend Section 19-91 (Definitions) of Division 2, Street Closure for Neighborhood Event, of Article V, Street and Thoroughfare Closures, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Plano, and to amend Section 11-302 (Application of Article; Exceptions) of Division 1, Generally, of Article VIII, Special Events, of Chapter 11, Licenses and Business Regulations, of the Code of Ordinances of the City of Plano; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Regular Agenda Item “13”)

**MOTION:** Upon a motion made by Deputy Mayor Pro Tem Tu and seconded by Council Member Ricciardelli, the Council voted 7-0 to repeal Article V (Building Lines on Specific Streets) of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano, to repeal Section 19-21 (Rules and Regulations Adopted) of Article II, Design and Construction, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Plano, to amend Section 19-91 (Definitions) of Division 2, Street Closure for Neighborhood Event, of Article V, Street and Thoroughfare Closures, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Plano, and to amend Section 11-302 (Application of Article; Exceptions) of Division 1, Generally, of Article VIII, Special Events, of Chapter 11, Licenses and Business Regulations, of the Code of Ordinances of the City of Plano; and further to adopt Ordinance No. 2023-9-16.

**Public Hearing and consideration of an Ordinance** as requested in Zoning Case 2023-003 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 99.0 acres of land located at the southeast corner of Legacy Drive and Parkwood Boulevard in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-62-Commercial Employment; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioner: EDS Legacy Partners, LLC (Tabled at the August 14, 2023, City Council meeting. Request to table to the October 23, 2023, City Council meeting.) (Regular Agenda Item “14”)

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

**MOTION:** Upon a motion made by Council Member Holmer and seconded by Council Member Ricciardelli, the Council voted 7-0 to table the item to the October 23, 2023, Council meeting.

**Public Hearing and adoption of Ordinance No. 2023-9-17** as requested in Zoning Case 2023-016 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 47 for Day Care Center on 5.2 acres of land located at the northeast corner of Cross Bend Road and Branch Hollow Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7, 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: Cross Bend Christian Church (Regular Agenda Item “15”)

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

**MOTION:** Upon a motion made by Council Member Horne and seconded by Council Member Smith, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 47 for Day Care Center on 5.2 acres of land located at the northeast corner of Cross Bend Road and Branch Hollow Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7, directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2023-016; and further to adopt Ordinance No. 2023-9-17.

With no further discussion, the Regular City Council Meeting adjourned at 8:57 p.m.

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John B. Muns, Mayor

ATTEST:

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Lisa C. Henderson, City Secretary

## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023

**DEPARTMENT:** Engineering-Facilities

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

**AGENDA ITEM:** Award of bid in the amount \$125,449 for 2023-0567-B Re-Bid RFB Building No. 045 Liberty Recreation Center Outdoor Repairs, Project No. FAC-F-7447.

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

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### **ITEM SUMMARY**

RFB No. 2023-0567-B for Re-Bid RFB Building No. 045 Liberty Recreation Center Outdoor Repairs, Project No. FAC-F-7447, for the Engineering Department to JonesCo General Contractors, LLC in the amount of \$125,449; and authorizing the City Manager to execute all necessary documents. **Approved**

### **BACKGROUND**

The Engineering Department opened bids on August 31, 2023 for Liberty Recreation Center Outdoor Repairs. The project includes repairs to the turf and substrate of the outdoor workout area and adding gates to the dumpster enclosure.

The lowest responsive and responsible bid was submitted by JonesCo General Contractors, LLC, in the amount of \$125,449.00. There were a total of 1,698 vendors notified of this project. 3 complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, the outdoor workout area will remain limited to the programs it can offer to patrons and the dumpster enclosure will remain in violation of City Ordinances.

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

Funding for this item is available in the Capital Maintenance Fund. Construction services for the Liberty Recreation Center Outdoor Repairs project, in the total estimated amount of \$125,449, will leave a balance of \$25,658 for future project expenditures.

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

### **ATTACHMENTS:**

Description	Upload Date	Type
Bid Recap	9/8/2023	Bid Recap

# CITY OF PLANO

## RFB CIP

**Bid No. 2023-0567-B**

**Re-bid RFB Building No. 045 Liberty Recreation Center Outdoor  
Repairs**

**Project No. FAC-F-7447**

### **Bid Recap**

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**Bid Opening Date/Time:** Thursday, August 31, 2023 @ 2:00 PM

**Number of Vendors Notified:** 1698

**Vendors Submitting "No Bids":** 5

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

**Number of Responsive Bids Submitted:** 3

<b><u>Vendor:</u></b>	<b><u>Total Bid</u></b>
JonesCo General Contractors, LLC	\$125,449.00
Criterion Contractors Inc. (Locklear)	\$143,665.00
Dallas Harmony Construction, LLC.	\$145,426.00

### **Recommended Vendor:**

JonesCo General Contractors, LLC	\$125,449.00
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*Ruth Escalera*

Ruth Escalera , Buyer II

9/6/2023

Date



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023

**DEPARTMENT:** Engineering-Facilities

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

**AGENDA ITEM:** Award of bid in the amount of \$279,000 for 2023-0474-B RFB Public Works Service Center Project No. FAC-F-7436 and Equipment Fleet Services Project No. FAC-F-7435 Generator and ATS Switch Replacement.

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

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### **ITEM SUMMARY**

RFB No. 2023-0474-B for Public Works Service Center Project No. FAC-F-7436 and Equipment Fleet Services Project No. FAC-F-7435, Generator and ATS Switch Replacement, for the Engineering Department to P3 Partners, LLC dba P3 Builds in the amount of \$279,000; and authorizing the City Manager to execute all necessary documents. **Approved**

### **BACKGROUND**

The Engineering Department opened bids on August 24, 2023 for the Generator & ATS Switch Replacement for both, Public Works Service Center and Equipment Fleet Services.

The lowest responsive and responsible bid was submitted by P3 Partners, LLC dba P3 Builds in the amount of \$279,000. There were a total 1,366 vendors notified of this project. Four (4) bidder's complete bids were received for the project as shown in the attached bid recap.

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

Funding for this item is available in the Capital Maintenance Fund. Replacement of generators and automatic transfer switches (ATS) at the Public Works Service Center and Equipment Fleet Services facilities, in the total estimated amount of \$279,000, will leave a balance of \$1,624 for future project expenditures.

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

### **ATTACHMENTS:**

Description	Upload Date	Type
Bid Recap	9/6/2023	Bid Recap

# CITY OF PLANO

## RFB CIP

**Bid No. 2023-0474-B**

**RFB Public Works Service Center & Equipment Fleet Services  
Generator & ATS Switch Replacement  
Project No. FAC-F-7436 & FAC-F-7435**

### **Bid Recap**

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**Bid Opening Date/Time:** Thursday, August 24, 2023 @ 2:00 PM

**Number of Vendors Notified:** 1366

**Vendors Submitting “No Bids”:** 9

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

**Number of Responsive Bids Submitted:** 4

<b><u>Vendor:</u></b>	<b><u>Total Bid</u></b>
P3 Partners, LLC dba P3 Builds	\$279,000.00
Real Network Services	\$285,451.70
B.R. Building Resource Company	\$360,162.00
Groves Electrical Services, Inc.	\$614,850.00

**Recommended Vendor:**

P3 Partners, LLC dba P3 Builds	\$279,000.00
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*Ruth Escalera*

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Ruth Escalera , Buyer II

9/6/2023

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Date

## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Engineering-CIP  
**DIRECTOR:** B. Caleb Thornhill, P.E., Director of Engineering  
**AGENDA ITEM:** Award of bid in the amount of \$682,622 for Emerson Drive Widening - Preston Meadow Drive to Virginia Drive Project No. 7587.  
**RECOMMENDED ACTION:** Award/Rejection of Bid/Proposal

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### **ITEM SUMMARY**

RFB No. 2023-0585-B for Emerson Drive Widening - Preston Meadow Drive to Virginia Drive, Project No. 7587, for the Engineering Department to ANA Site Construction, LLC in the amount of \$682,622; and authorizing the City Manager to execute all necessary documents. **Approved**

### **BACKGROUND**

The Engineering Department opened bids on August 24, 2023 for the Emerson Drive Widening – Preston Meadow Drive to Virginia Drive, Project No. 7587. The project includes 1,725 linear feet of 6" and 8" water line replacement and 2,050 square yards of street, sidewalk, and trail concrete pavement construction.

The lowest responsive and responsible bid was submitted by ANA Site Construction, LLC, in the amount of \$682,622. There were a total of 1,842 vendors notified of this project. Ten (10) complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, the result is the additional on-street parking for the adjacent Preston Meadow Park proposed with this project will not be provided. This added pavement and on-street parking is necessary to provide access and additional safety for emergency operations (fire and EMS vehicles) to navigate Emerson Drive during peak operations and crowds parking on Emerson Drive while attending daily events in the adjacent Preston Meadow Park to the north. Currently, the roadway is too narrow for these emergency vehicles to traverse the roadway when on-street parking occurs in the surrounding neighborhoods.

In addition, the existing antiquated water lines will result in increased maintenance costs and service interruptions for the City, and a negative impact on the quality of life for surrounding residents and motorists.

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

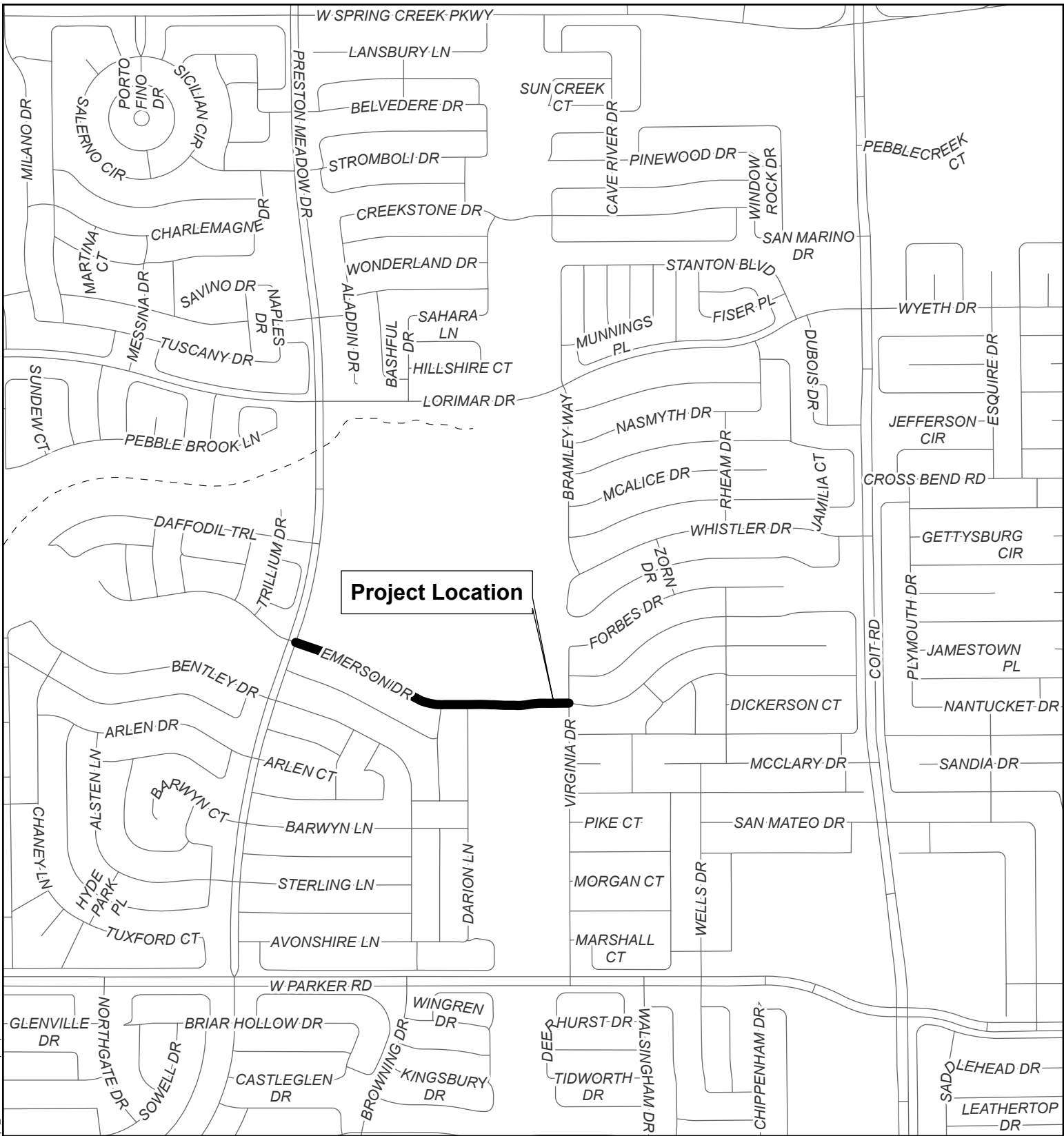
Funding for this item is available in the Street Improvements CIP and Water CIP. Construction services for the Emerson Drive Widening - Preston Meadow Drive to Virginia Drive project, in the total estimated amount of \$682,622, will leave a balance of \$113,778 available for future expenditures.

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	8/31/2023	Map





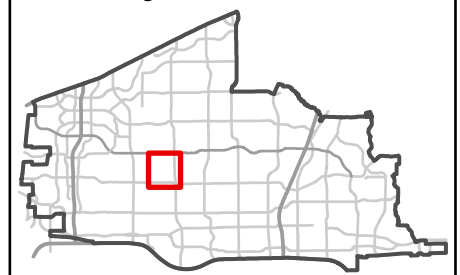
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## Emerson Drive Widening - Preston Meadow Drive to Virginia Drive

Project No. 7587

### Project Location



# CITY OF PLANO

## RFB CIP

**Bid No. 2023-0585-B**

**Emerson Drive Widening - Preston Meadow Drive to Virginia Drive  
Project No. 7587**

### Bid Recap

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<b><u>Bid Opening Date/Time:</u></b>	Thursday, August 24, 2023 @ 2:00PM
<b><u>Number of Vendors Notified:</u></b>	1,842
<b><u>Vendors Submitting "No Bids":</u></b>	8
<b><u>Number of Non-Responsive Bids Submitted:</u></b>	0
<b><u>Number of Responsive Bids Submitted:</u></b>	10

<b><u>Vendor:</u></b>	<b><u>Total Bid:</u></b>
ANA Site Construction, LLC	\$ 682,622.00
RNO Construction, LLC	\$ 688,725.00
Talbert Companies, LLC	\$ 735,886.07
2L Construction, LLC	\$ 841,023.00
B & E Concrete Paving, LLC	\$ 846,935.00
Austin Raymond Construction dba	
Texas Civil Construction	\$ 862,945.62
McMahon Contracting, LP	\$ 871,592.12
Excel Aircraft, LLC dba Excel Trenching	\$ 932,215.70
XIT Paving and Construction, Inc.	\$ 983,134.40
Ragle, Inc.	\$ 1,118,604.76

### **Recommended Vendor:**

ANA Site Construction, LLC	\$ 682,622.00
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*Stephanie Shaffer*

Stephanie Shaffer, Contract Administrator

8/31/2023

Date

## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023

**DEPARTMENT:** Engineering-CIP

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

**AGENDA ITEM:** Award of bid in the amount of \$1,515,471 for Sidewalk Improvements - Rockbrook Drive, Trailridge Drive, East Park Boulevard and Lakeview Trail Pedestrian Bridge, Project No. 7464

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

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### **ITEM SUMMARY**

RFB No. 2023-0415-B for Sidewalk Improvements - Rockbrook Drive, Trailridge Drive, East Park Boulevard, and Lakeview Trail Pedestrian Bridge, Project No. 7464, for the Engineering Department to Ratliff Hardscape, Ltd. in the amount of \$1,515,471; and authorizing the City Manager to execute all necessary documents. **Approved**

### **BACKGROUND**

The Engineering Department opened bids on July 27, 2023 for the Sidewalk Improvements - Rockbrook Drive, Trailridge Drive, East Park Boulevard and Lakeview Trail Pedestrian Bridge, Project No. 7464. The project includes the removal and replacement of 4,760 LF of sidewalk including replacing barrier free ramps, and the addition of 410 LF of new sidewalk along Rockbrook Drive. The project also includes the replacement of 1,250 LF of 6" and 8" cast iron water lines along Rockbrook Drive and Trailridge Drive. Finally, the existing pedestrian bridge across Pittman Creek along Lakeview Trail will be replaced and ADA-compliant connections made on both ends to the sidewalk along Lakeview Trail.

The lowest responsive and responsible bid was submitted by Ratliff Hardscape, Ltd., in the amount of \$1,515,471. There were a total of 1,196 vendors notified of this project. Three (3) complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, it will result in continued maintenance costs and service interruptions for the antiquated water lines along Trailridge Drive and Rockbrook Drive, and continued non-compliant or non-connected pedestrian facilities along Park Boulevard, Trailridge Drive, Rockbrook Drive and Lakeview Trail, resulting in unsafe pedestrian conditions and a reduction in the quality of life for the citizens of Plano.

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

Funding for this item is available in the Street Improvements CIP. Construction services for the Sidewalk Improvements - Rockbrook Drive, Trailridge Drive, East Park Boulevard and Lakeview Trail Pedestrian Bridge project, in the total estimated amount of \$1,515,471, will leave a balance of \$5,575 for future project 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
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Bid Recap  
Location Map

9/7/2023  
9/6/2023

Bid Recap  
Map



**CITY OF PLANO**  
**RFB CIP**  
**SOLICITATION NO. 2023-0415-B**  
**SIDEWALK IMPROVEMENTS - ROCKBROOK DRIVE, TRAILRIDGE DRIVE, EAST PARK**  
**BOULEVARD AND LAKEVIEW TRAIL PEDESTRIAN BRIDGE**  
**PROJECT NO. 7464**  
**BID RECAP**

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**Bid Opening Date/Time:** July 27, 2023 @ 2 p.m.

**Number of Vendors Notified:** 1,196

**Number of Vendors Submitting "No Bids":** 5

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

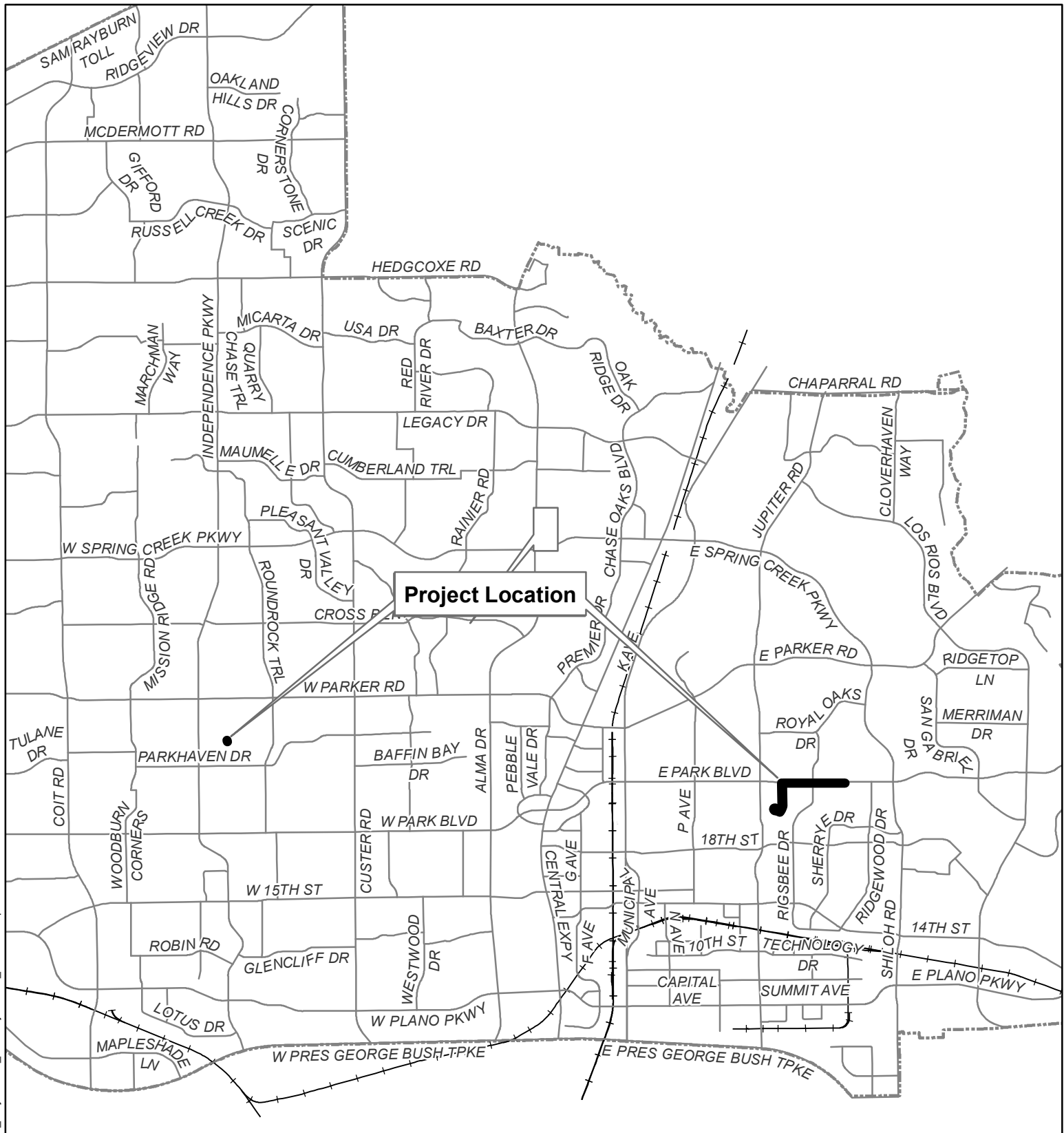
**Number of Responsive Bids Submitted:** 3

<b><u>Vendor:</u></b>	<b><u>Total Bid:</u></b>
Ratliff Hardscape, Ltd.	\$ 1,515,471.34
Millis Development and Construction - Dallas, LLC	\$ 1,649,040.33
Urban Infraconstruction, LLC	\$ 1,699,397.00

<b><u>Recommended Vendor:</u></b>	
Ratliff Hardscape, Ltd.	\$1,515,471.34

*Lincoln Thompson*  
Lincoln Thompson  
Contract Administrator

*August 25, 2023*  
Date



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Miles

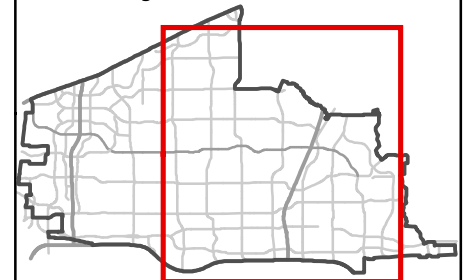


City of Plano, BI/GIS  
March 2022

**Project No. 7464**  
**Sidewalk Improvements**  
**Rockbrook Drive,**  
**Trailridge Drive,**  
**East Park Boulevard**  
**and Lakeview**  
**Trail Pedestrian Bridge**  
**Improvements**

Page 30

**Project Location**



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Technology Solutions  
**DIRECTOR:** Roger Wright, Chief Information Officer  
**AGENDA ITEM:** Award of RFP 2022-0701-AC for Plano Public Libraries RFID and Automated Material Handling System.  
**RECOMMENDED ACTION:** Award/Rejection of Bid/Proposal

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### **ITEM SUMMARY**

RFP No. 2022-0701-AC for a five (5) year contract for the RFID and Automated Material Handling System for Plano Public Libraries to EnvisionWare, Inc. in the estimated amount of \$1,616,527; and authorizing the City Manager to execute all necessary documents. **Approved**

### **BACKGROUND**

The RFID and Automated Material Handling (AMH) system is used in all five of the libraries across the city. This system streamlines the processing of library materials, ensuring rapid availability for our patrons and lessening the strain on City staff.

The current system has been in operation for more than five years and has met its anticipated performance duration. As the system continues to age, it is encountering frequent malfunctions, particularly with essential components. This not only places undue stress on staff, requiring them to process items manually, but also leads to extended waiting periods for library materials patrons seek.

Through an RFP process, the City received five (5) proposals for the replacement of the current Library RFID systems, AMH systems, and self-check-in stations with modern equipment at all five Plano Public Library locations. The Evaluation Committee conducted a comprehensive assessment of the five written proposals submitted by the following companies: Adilam, Inc., EnvisionWare, Inc., FE Technologies, MK Solutions, Inc., and Tech Logic Corporation. After careful review and evaluation of these proposals, the committee identified four that advanced to the next stage of consideration.

Following a thorough evaluation, based on various factors such as the quality of proposed solutions, work history and qualifications, service and warranty plan options, and costs, the Committee recommends awarding a five (5) year contract to EnvisionWare, Inc. The distinguishing factor that sets EnvisionWare apart is their modern software solution that will provide reporting solutions and easy to use back-end data analytics. The final cost reflects additional equipment, including supplementary self-check machines, extensions for book returns, and improvements to the drive-through book drops to facilitate easier access from the car.

Should this RFP not be awarded, customer service would suffer. The existing system's escalating

malfunctions would increasingly disrupt library operations and compromise the experience for patrons. There would be additional expenses incurred for maintenance and support of the existing aging system that has reached its expected operational functionality.

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

Funding for this item is available in the 2023-24 Technology Improvements CIP Fund. This request is for the Plano Public Library Radio Frequency Identification (RFID) and Automated Material Handling (AMH) System, in the estimated amount of \$1,616,527, which will leave a remaining balance of \$473 for other project expenditures in the 2023-24 Technology Improvements CIP Fund. All future year expenditures will occur within council approved appropriations.

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

#### **ATTACHMENTS:**

Description	Upload Date	Type
2022-0701-AC RFP Recap	9/19/2023	RFP Recap

**City of Plano**  
**RFP No. 2022-0701-AC**  
**Plano Public Library-RFID and Automated Material Handling System**  
**RFP Recap**

Opening Date/Time:	Tuesday, January 10, 2023 at 2:00 PM (CT)
Vendors Notified:	9
"No Bid"s Submitted:	0
Offers Submitted:	5

The following evaluation criteria were used to determine the best value award recommendation.

CRITERION	POINTS
Site Visit Attendance	Pass/Fail
Quality of Proposed Solutions	55
Work History and Qualifications	15
Service and Warranty Plan Options	10
Cost	20
Total	100

Initial Scores - Round 1		
Offeror	Score Max 80 points	Rank
Adilam, Inc.	46.0	5
EnvisionWare, Inc.	52.0	3
Invengo American Corp DBA FE Technologies	51.0	4
mk Solutions, Inc.	67.0	1
Tech Logic Corporation	60.0	2

Shortlist Scores - Round 2 (After Reference Check and Presentations)			
Offeror	Score Max 100 points	Rank	Cost
EnvisionWare, Inc.	78.4	1	\$ 1,392,175
Invengo American Corp DBA FE Technologies	57.0	4	\$ 1,069,740
mk Solutions, Inc.	74.4	3	\$ 1,158,160
Tech Logic Corporation	76.2	2	\$ 1,912,244

Best and Final Offer			
Offeror	Score Max 100 points	Rank	Cost
EnvisionWare, Inc.	89.7	1	\$ 1,616,527
Tech Logic Corporation	86.7	2	\$ 1,695,379

Recommended Offeror	Cost
EnvisionWare, Inc.	\$ 1,616,527

## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Fleet Services  
**DIRECTOR:** Dan Prendergast, P.E. Director of Public Works  
**AGENDA ITEM:** Purchase of One (1) Tractor and Three (3) Utility Vehicles.  
**RECOMMENDED ACTION:** Purchase from Existing Contract

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### **ITEM SUMMARY**

To approve the purchase of one (1) John Deere Tractor and three (3) John Deere Pro Gator Utility Vehicles for Fleet Services in the amount of \$152,397 from United Ag & Turf through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 110719-JDC and Sourcewell Contract No. 031121-DAC) **Approved**

### **BACKGROUND**

It is the recommendation of Fleet Services to purchase one (1) John Deere 5075M Utility Tractor and three (3) John Deere Pro Gator 2030A Utility Vehicles in the amount of \$152,397 from United Ag & Turf through Sourcewell Contract No. 110719-JDC and Sourcewell Contract No. 031121-DAC. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

The Tractor and two of the Utility Vehicles are scheduled replacements from Capital Outlay FY22-23 in Parks and Recreation. The tractor will be used to mow soccer fields. The Utility Vehicles will be used to haul dirt, sod, mulch and tree limbs around parks and for trash removal during special events. One Utility Vehicle is a fleet addition in Parks and Recreation and will be used to maintain newly acquired properties including the Collin Creek Park site, Legacy and Dallas North Tollway overpass improvements, the trail extension at Kingdom Hall, and the Harrington Park improvements.

The purchase of these units is 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.
3. The fleet addition is needed to maintain newly acquired park properties.

If these units are not replaced, additional maintenance costs will be incurred 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. If the fleet addition Utility Vehicle is not purchased, equipment will not be available for staff to maintain recent park additions to the City.

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. 110719-JDC; Sourcewell Contract No. 031121-DAC and the City of Plano Internal Contract No. 2023-0641-O)

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

Funds are available in the FY 2022-23 Adopted budget to purchase one (1) John Deere 5075M Utility Tractor and three (3) John Deere Pro Gator 2030A Utility Vehicles from United Ag & Turf. These are scheduled replacements of unit 09120 Tractor in Sports Turf Maintenance Services, units 07195 and 08125 Turf Vehicle/Truckster, Diesel in Grounds Maintenance Services District #2, and one (1) approved new addition in Grounds Maintenance Services District #3. The combined purchase amount is \$152,397 and the total budgeted amount for these items in the FY 2022-23 Adopted Equipment Replacement Fund and the General Fund budgets was \$181,453. The remaining balance of \$29,056 will be used for other Fleet and Equipment Replacement purchases.

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

### **ATTACHMENTS:**

Description	Upload Date	Type
Cooperative Quote Recap	9/18/2023	Cooperative Quote Recap
Utility Tractor Picture	9/1/2023	Attachment
Utility Vehicle Picture	9/1/2023	Attachment

**CITY OF PLANO  
SOLICITATION NO. 2023-0641-O  
ONE (1) TRACTOR THREE (3) UTILITY VEHICLES  
COOPERATIVE QUOTE RECAP**

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**Number of Vendors Contacted:** 1

**Number of Quotes Received:** 3

**United Ag & Turf via Sourcewell Contract No. 110719-JDC & Sourcewell Contract No. 031121-DAC**

One (1) John Deere 5075M Utility Tractor	\$51,303.58
Three (3) John Deere Pro Gator 2030A (Diesel)	\$101,092.92
Total	\$152,396.50

**United Ag & Turf via HGAC Contract No. GR01-20**

One (1) John Deere 5075M Utility Tractor	\$51,632.43
Three (3) John Deere Pro Gator 2030A (Diesel)	\$101,758.02
Total	\$153,390.45

**United Ag & Turf via Buyboard Contract No. 706-23**

One (1) John Deere 5075M Utility Tractor	\$51,961.31
Three (3) John Deere Pro Gator 2030A (Diesel)	\$102,423.09
Total	\$154,384.40

**Recommended Vendor:**

United Ag & Turf via Sourcewell Contract No. 110719-JDC & Sourcewell Contract No. 031121-DAC	Total	\$152,396.50
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John Deere 5075M  
Utility Tractor



# John Deere Pro Gator 2030A Utility Vehicle

## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023

**DEPARTMENT:** Fleet Services

**DIRECTOR:** Dan Prendergast, P.E. Director of Public Works

**AGENDA ITEM:** Purchase of one (1) Toro 4000D Mower, one (1) Toro 7210 Mower with Recycler Kit and one (1) Toro Sand Pro 5040 Ballfield Groomer.

**RECOMMENDED ACTION:** Purchase from Existing Contract

---

### **ITEM SUMMARY**

To approve the purchase of one (1) Toro Groundmaster 4000-D Mower, one (1) Toro Groundmaster 7210 Mower with Recycler Kit, and one (1) Toro Sand Pro 5040 Ballfield Groomer for Fleet Services in the amount of \$169,232 from Professional Turf Products, L.P. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 301121-TTC) **Approved**

### **BACKGROUND**

It is the recommendation of Fleet Services to purchase one (1) Toro Groundmaster 4000-D Mower, one (1) Toro Groundmaster 7210 Mower with Recycler Kit, and one (1) Toro Sand Pro 5040 Ballfield Groomer in the amount of \$169,232 from Professional Turf Products, L.P. through Sourcewell Contract No. 301121-TTC. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

The Toro Groundmaster 4000-D Mower is a scheduled replacement from FY2022-23 in Parks and Recreation and will be used to mow large open areas in City parks. The Toro Groundmaster 7210 Mower with Recycler Kit is a fleet addition in Parks and Recreation and will be used to maintain newly acquired properties such as the Collin Creek Park site and the Harrington Park improvements. The Toro Sand Pro 5040 Ballfield Groomer is a scheduled replacement from FY2021-22 in Parks and Recreation and is used to level and fill holes on baseball and softball fields for league and tournament games.

The purchase of these units is 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.
3. If these units are not replaced, additional maintenance costs will be incurred 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. If the Toro Groundmaster 7210 Mower with Recycler Kit is not purchased, equipment will not be available for staff to maintain recent park additions to the City.

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. 301121-TTC and the City of Plano Internal Contract No. 2023-0613-O)

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

Funds are available in the FY 2022-23 Adopted budget to purchase one (1) Toro Groundmaster 4000-D Mower, one (1) Toro Groundmaster 7210 Mower with Recycler Kit, and one (1) Toro Sand Pro 5040 Ballfield Groomer from Professional Turf Products, L.P. These are scheduled replacements of unit 14121 Ballfield Conditioner Propane in Athletic Fields Maintenance and unit 12130 Tractor in Grounds Maintenance Services District #3 and one (1) approved new addition in Grounds Maintenance Services District #3. The combined purchase amount is \$169,232 and the total budgeted amount for these items in the FY 2022-23 adopted Equipment Replacement Fund and the General Fund budgets was \$176,950. The remaining balance of \$7,718 will be used for other Fleet and Equipment Replacement purchases.

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

#### **ATTACHMENTS:**

Description	Upload Date	Type
Cooperative Quote Recap	8/30/2023	Cooperative Quote Recap
Toro Groundmaster 4000-D Mower Picture	9/1/2023	Attachment
Toro Groundmaster 7210 Mower Picture	9/1/2023	Attachment
Toro Sand Pro 5040 Ballfield Groomer Picture	9/1/2023	Attachment

**CITY OF PLANO  
SOLICITATION NO. 2023-0613-O  
TORO EQUIPMENT  
COOPERATIVE QUOTE RECAP**

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**Number of Vendors Contacted:** 1

**Number of Quotes Received:** 3

**Professional Turf Products, L.P. via Sourcewell Contract No. 031121-TTC**

One (1) Groundsmaster 4000-D (T4) Mower	\$96,121.76
One (1) Groundsmaster 7210 (T4) Mower w/ Recycler Kit	\$46,056.79
One (1) Sand Pro Ballfield Groomer 5040	\$27,053.63
Total	\$169,232.18

**Professional Turf Products, L.P. via Omnia Contract No. 2017025**

One (1) Groundsmaster 4000-D (T4) Mower	\$96,121.76
One (1) Groundsmaster 7210 (T4) Mower w/ Recycler Kit	\$46,056.79
One (1) Sand Pro Ballfield Groomer 5040	\$27,053.63
Total	\$169,232.18

**Professional Turf Products, L.P. via BuyBoard Contract No. 611-20**

One (1) Groundsmaster 4000-D (T4) Mower	\$97,354.09
One (1) Groundsmaster 7210 (T4) Mower w/ Recycler Kit	\$46,647.25
One (1) Sand Pro Ballfield Groomer 5040	\$27,400.47
Total	\$171,401.81

**Recommended Vendor:**

Professional Turf Products, L.P. via Sourcewell 031121-TTC	\$169,232.18
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Toro Groundmaster 4000-D Mower



Toro Groundmaster 7210 Mower



Toro Sand Pro 5040 Ballfield Groomer



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Fleet Services  
**DIRECTOR:** Dan Prendergast, P.E. Director of Public Works  
**AGENDA ITEM:** Purchase of one (1) Teupen TC 92SJ 2023 Spider Lift  
**RECOMMENDED ACTION:** Purchase from Existing Contract

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### **ITEM SUMMARY**

To approve the purchase of one (1) Teupen TC 92SJ 2023 Spider Lift for Fleet Services in the amount of \$189,500 from Global Rental Co. Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 062320-ALT) **Approved**

### **BACKGROUND**

It is the recommendation of Fleet Services to purchase one (1) Teupen TC 92SJ 2023 Spider Lift in the amount of \$189,500 from Global Rental Co. Inc. through Sourcewell Contract No. 062320-ALT. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

The Spider Lift is a scheduled replacement from Capital Outlay FY21-22 in Parks and Recreation and will be used to service elevated park assets such as athletic field lighting and supplement forestry operations as needed.

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

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

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. 062320-ALT and the City of Plano Internal Contract No. 2023-0642-O)

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

Funds are available in the FY 2022-23 Adopted Equipment Replacement Fund budget to purchase one (1) Teupen TC 92SJ 2023 Spider Lift for the scheduled replacement of unit 00803 Truck, Bucket in Park Services from Global Rental Company, Inc. The purchase amount is \$189,500 and the total budgeted amount for this item is \$304,000. The remaining balance of \$114,500 will be used for other Fleet and

Equipment Replacement purchases.

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

**ATTACHMENTS:**

Description	Upload Date	Type
Cooperative Quote Recap	9/18/2023	Cooperative Quote Recap
Spider Lift Pic	9/13/2023	Attachment

**CITY OF PLANO  
SOLICITATION NO. 2023-0642-0  
ONE (1) SPIDER LIFT  
COOPERATIVE QUOTE RECAP**

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**Number of Vendors Contacted:** 2

**Number of Quotes Received:** 2

**Global Rental Co. Inc., via Sourcewell Contract No. 062320-ALT**

One (1) Teupen TC 92SJ 2023 Spider Lift

\$189,500.00

**Kirby Smith Machinery, Inc. via BuyBoard Contract No. 685-22**

One (1) JLG X1000AJ 2023 Spider Lift

\$433,592.00

**Recommended Vendor(s):**

**Global Rental Co. Inc., via Sourcewell Contract No. 062320-ALT**

One (1) Teupen TC 92SJ 2023 Spider Lift

\$189,500.00

**Total Award                      \$189,500.00**



# Spider Lift

## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Fleet Services  
**DIRECTOR:** Dan Prendergast, P.E. Director of Public Works  
**AGENDA ITEM:** Approval of Four (4) Flatbed Body Trucks & Six (6) Service Body Trucks.  
**RECOMMENDED ACTION:** Purchase from Existing Contract

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### **ITEM SUMMARY**

To approve the purchase of four (4) Flatbed Body Trucks and six (6) Service Body Trucks in the estimated amount of \$907,624 from Silsbee Ford through an existing contract; and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 210907) **Approved**

### **BACKGROUND**

It is the recommendation of Fleet Services to purchase four (4) Flatbed Body Trucks and six (6) Service Body Trucks in the amount of \$907,624 from Silsbee Ford through TIPS Contract No. 210907. Fleet Services and Purchasing contacted multiple vendors for Cooperative Contract quotes and this vendor was the only responsive bidder.

These units are scheduled replacements from Capital Outlay FY2022-23. Flatbed body trucks and service body trucks are standard operation crew vehicles used in street, signage, utility, parks, and right-of-way operations and maintenance. The trucks allow City of Plano crews to store and haul critical tools and gear to jobsites.

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

1. These units are essential to these departments' daily operations and are required to maintain current service levels.
2. The old units are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above units.
3. If these units are not replaced, we will incur additional maintenance costs and the salvage 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. (TIPS Contract No. 210907 and the City of Plano Internal Contract No. 2023-0507-O)

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

Funds are available in the FY 2022-23 Adopted budget to purchase four (4) Flatbed Body Trucks and six (6) Service Body Trucks from Silsbee Ford for the scheduled replacement of unit 14304 in Municipal

Drainage Operations; unit 09304 in Natural Resources; unit 06359 in Streets; unit 12315 in Signs and Markings; unit 13312 in Special Waste; unit 15334 in Utility District #3; unit 12317 in Utility District #2; unit 08351 in Pumping Facilities; unit 13316 in Utility District #1; and unit 12314 in Utility Cut Services. The purchase amount is \$907,624 and the total budgeted amount for these items is \$717,500. The additional funds needed for this purchase, in the amount of \$190,124, are available from savings in previous Equipment Replacement Fund purchases.

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

**ATTACHMENTS:**

Description	Upload Date	Type
Cooperative Quote Recap	8/30/2023	Cooperative Quote Recap
Service Body Truck Picture	9/1/2023	Attachment
Flatbed Body Truck Picture	9/1/2023	Attachment

**CITY OF PLANO  
SOLICITATION NO. 2023-0507-O  
FOUR (4) FLATBED BODY TRUCKS & SIX (6) SERVICE BODY TRUCKS  
COOPERATIVE QUOTE RECAP**

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**Number of Vendors Contacted:** 8

**Number of Quotes Received:** 1

**Silsbee Ford via TIPS Contract No. 210907**

One (1) 2024 Ford F350 Reg Chassis DRW 84 CA	\$90,240.50
One (1) 2024 Ford F350 Reg Chassis DRW 60 CA	\$77,254.50
One (1) 2024 Ford F450 Reg Chassis 4x2 DRW 84 CA	\$83,233.50
One (1) 2024 Ford F450 Reg Chassis 4x2 DRW 84 CA	\$85,469.50
One (1) 2024 F350 REG Chassis DRW 84" CA	\$79,672.50
One (1) 2024 F550 REG CHASSIS 4X2 DRW 84"CA	\$135,805.50
One (1) 2024 F350 CRW CHASSIS DRW 60"CA	\$85,306.50
One (1) 2024 F450 CREW CHASSIS 4X2 DRW 60"CA	\$116,135.50
Two (2) 2024 F350 SUPERCAB 4X2 SRW 56"CA	\$154,506.00
Total	\$907,624.00

**Recommended Vendor:**

Silsbee Ford via TIPS Contract No. 210907	\$907,624.00
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## Service Body Truck





Flatbed Body Truck



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Library  
**DIRECTOR:** Libby Holtmann, Director of Libraries  
**AGENDA ITEM:** Approval of contract Modification No. 1 to make term continuous with automatic one-year renewals.  
**RECOMMENDED ACTION:** Approval of Contract Modification

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### **ITEM SUMMARY**

To approve of the First Modification to the Interlocal Agreement by and between the City of Plano and Plano Independent School District for Head Start Program; and authorizing the City Manager to execute all necessary documents. (Contract No. 2019-0692-I, Modification No.1) **Approved**

### **PREVIOUS ACTION/PRESENTATION**

On July 22, 2019 Council approved the Interlocal Agreement 2019-0692-I.

### **BACKGROUND**

The City of Plano entered into an Interlocal agreement with Plano Independent School District to allow Plano Public Library Staff to visit PISD Head Start weekly throughout the school year to provide educational literacy-focused reading-readiness programs. Modification No. 1 will make the term of the ILA continuous with automatic one-year renewals.

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

This item has no fiscal impact.

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

### **ATTACHMENTS:**

Description	Upload Date	Type
2019-0692-I Modification No. 1	9/12/2023	Other
2019-0692-I Interlocal Agreement	8/8/2023	Agreement

THE STATE OF TEXAS	§	<b><u>First Modification of Interlocal Agreement</u></b>
	§	<b>By and Between City of Plano and</b>
	§	<b>Plano Independent School District</b>
	§	<b>2019-0692-I</b>
COUNTY OF COLLIN	§	

**THIS FIRST MODIFICATION OF AGREEMENT** (hereinafter "First Modification") is by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee, and **PLANO INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas (hereinafter "PISD").

**WITNESSETH:**

**WHEREAS**, City and PISD entered into an Interlocal Agreement on July 30, 2019 (hereinafter "Agreement") for Head Start Program (hereinafter "Program"); and

**WHEREAS**, City and PISD desire to amend such Agreement to update term language from automatic renewals to continuous renewals as set forth herein this First Modification.

**NOW THEREFORE**, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

**I.**

Beginning on the effective date of this First Modification and continuing through the remaining term of the Agreement, **section I. TERM** is hereby modified to read in its entirety as follows:

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

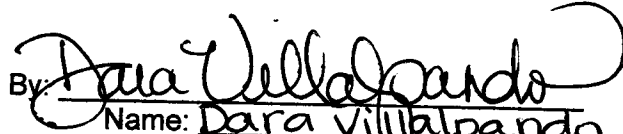
II.

Each person signing this First Modification represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Modification. Each party represents and warrants to the other that the execution and delivery of the First Modification and the performance of such party's obligations hereunder have been duly authorized and that the First Modification is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, this First Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

**PLANO INDEPENDENT SCHOOL  
DISTRICT**

Date: 8/10/2023

By:   
Name: Dara Villalpando  
Title: Head Start Director

**CITY OF PLANO, TEXAS**

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

By: \_\_\_\_\_  
Mark D. Israelson  
CITY MANAGER

APPROVED AS TO FORM:

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

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

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

WITNESSETH:

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

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

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

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

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

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

**I.**  
**TERM**

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

**II.**  
**CITY ROLES AND RESPONSIBILITIES**

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

**III.  
PISD ROLES AND RESPONSIBILITIES**

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

**IV.  
FEES; APPROPRIATION**

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

**V.  
TERMINATION**

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

**VI.  
RELEASE AND HOLD HARMLESS**

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

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

**VII.  
NOTICE**

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

If to PISD, to:

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

If to City, to:

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

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

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

**IX.  
SEVERABILITY**

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

**X.  
VENUE**

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

**XI.  
INTERPRETATION OF AGREEMENT**

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

**XII.  
REMEDIES**

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

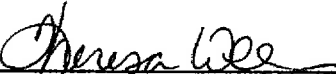
**XIII.  
SUCCESSORS AND ASSIGNS**

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

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


**PLANO INDEPENDENT SCHOOL DISTRICT**

Date: 5-22-2019

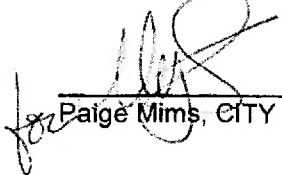
By:   
Name: Theresa Williams  
Title: Chief Operating Officer K18

**CITY OF PLANO, TEXAS**

Date: 7/20/2019

By:   
Mark D. Israelson  
City Manager

APPROVED AS TO FORM:

  
for Paige Mims, CITY ATTORNEY

INTERLOCAL AGREEMENT

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

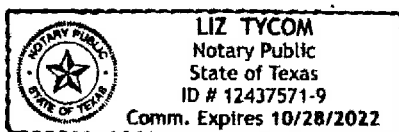
Page 4

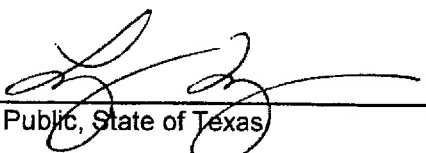


**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                 §  
COUNTY OF Collin   §

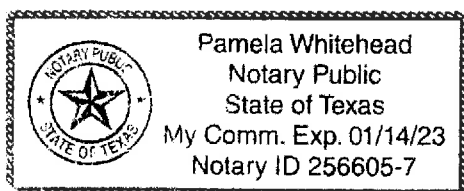
This instrument was acknowledged before me on the 22 day of May, 2019, by Theresa Williams, (Authorized representative) Chief Operating Officer of PLANO INDEPENDENT SCHOOL DISTRICT.

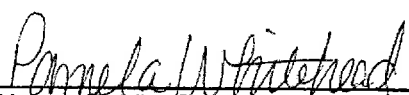


  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                 §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 30 day of July, 2019, by **MARK D. ISRAELSON**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public, State of Texas

## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Public Works  
**DIRECTOR:** Dan Prendergast, P.E. Director of Public Works  
**AGENDA ITEM:** Approve a decrease in the amount of \$811,830 for Residential Concrete Pavement Repair Zones I7 and N3, Project No. 7351.  
**RECOMMENDED ACTION:** Approval of Change Order

---

### **ITEM SUMMARY**

To approve a decrease to the current awarded contract amount of \$5,957,117 by \$811,830, for a total contract amount of \$5,145,287, for Residential Concrete Pavement Repair Zones I7 and N3 from Jim Bowman Construction Company, L.P. for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2021-0466-B; Change Order No. 1) **Approved**

### **PREVIOUS ACTION/PRESENTATION**

On September 13, 2021, City Council awarded a bid in the amount of \$5,957,116.50 for Residential Concrete Pavement Repair Zones I7 and N3, Project 7351 to Jim Bowman Construction Company, L.P.

### **BACKGROUND**

This change order is for reduction in quantities of contract items that were not needed to complete the Neighborhood Rehabilitation Project. The project was designed in the Spring of 2021. Public Works staff utilizes street scores to estimate the amount of pavement removal needed on a street or neighborhood repair project. The estimates typically range within 10%-15% above or below actual street repair needed within the project limits. In this case, the estimate was 13% higher than actual concrete repair that was needed. The remaining funds will be used on future street projects.

If this project is not awarded at Council, the City will not be able to utilize the remaining funds on a future project.

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

This item approves the first change order in the contract with Jim Bowman Construction Company, L.P.. for construction services for the Residential Concrete Pavement Repair Zones I7 and N3 project. The first change order, reducing the current contract by an estimated \$811,830, will leave a project balance of \$1,002,932 for future street project expenditures.

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

## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Special Projects  
**DIRECTOR:** Peter Braster, Director of Special Projects  
**AGENDA ITEM:** Purchase of 1406 G Avenue  
**RECOMMENDED ACTION:** Approval of Expenditure

---

### **ITEM SUMMARY**

To approve an expenditure for the purchase of real property located at 1406 G Avenue in the amount of \$885,000 from John Young; and authorizing the City Manager to execute all necessary documents. **Approved**

### **BACKGROUND**

The property located at 1406 G Avenue was placed on the market in early August 2023 and adjoins the main parking lot for the Plano Police Building at 909 14th Street. This location allows for future uses supporting police or other municipal operations within Downtown Plano. The property owner has agreed to sell the property for \$885,000 after negotiations with a commercial real estate broker representing the City. This purchase price is validated by comparable transactions and market data identified by a third-party appraiser hired by the City.

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(6).

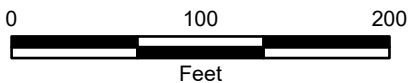
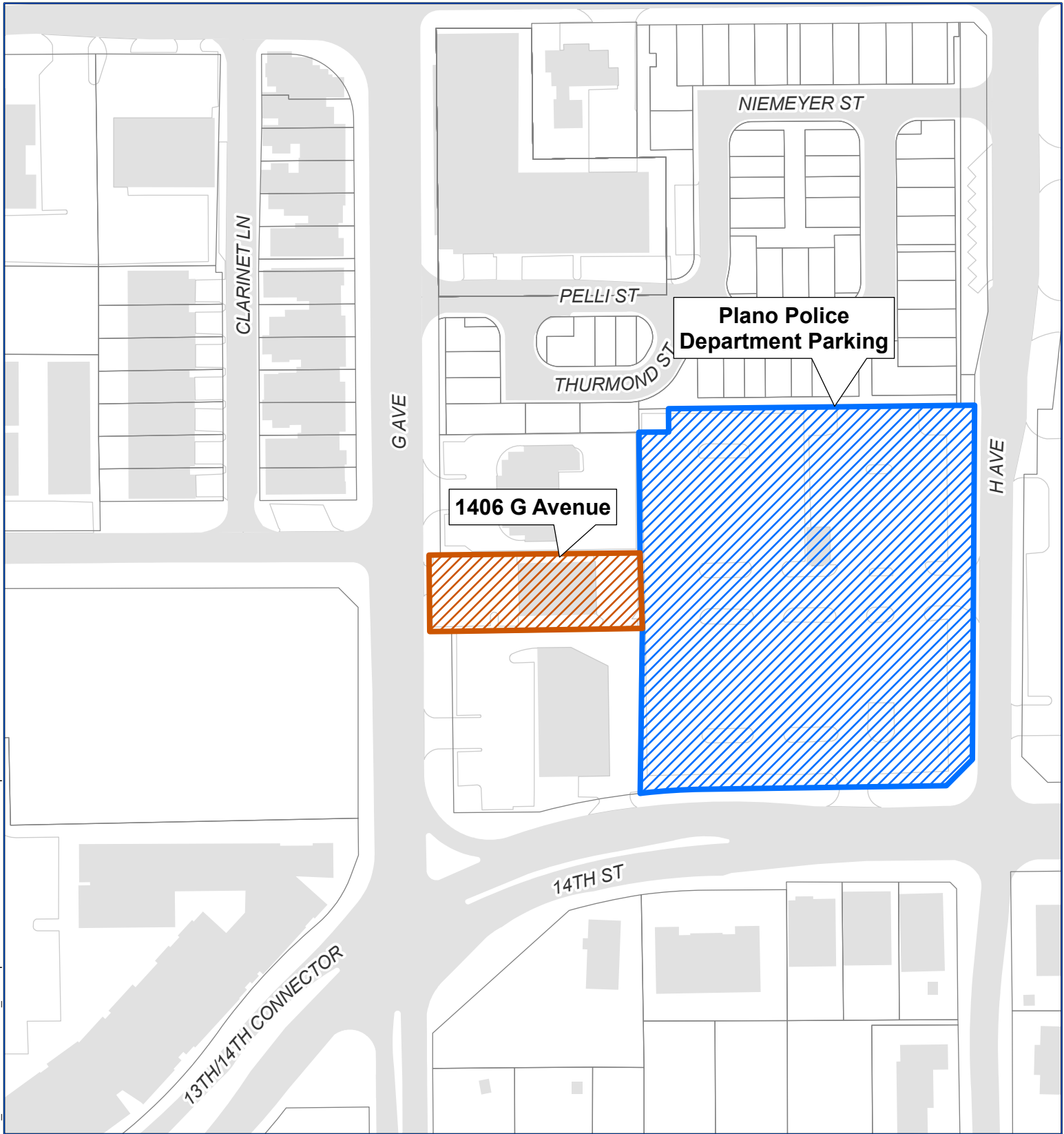
### **FINANCIAL SUMMARY/STRATEGIC GOALS**

Funding for this item is available in the Economic Development Fund. Acquisition of the property at 1406 G Avenue has a total purchase price of \$885,000.

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

### **ATTACHMENTS:**

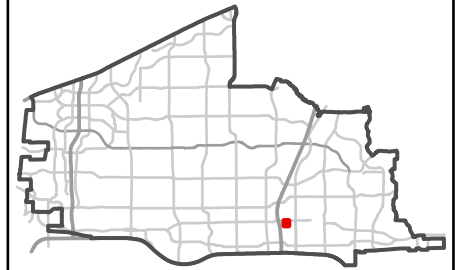
Description	Upload Date	Type
Map	9/14/2023	Map



## Property Location

**1406 G Avenue**

## Project Location



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Library  
**DIRECTOR:** Libby Holtmann, Director of Libraries  
**AGENDA ITEM:** Approval of Expenditure for downloadable e-content for Library Services from OverDrive, Inc.  
**RECOMMENDED ACTION:** Approval of Expenditure

---

### **ITEM SUMMARY**

To approve an expenditure for the purchase of downloadable content (e-books, music, and e-audio library materials) with Kindle functionality for a one (1) year contract with four (4) one-year automatic renewals in an estimated annual amount of \$900,000 from OverDrive, Inc. for the Plano Public Libraries; and authorizing the City Manager to execute all necessary documents. **Approved**

### **BACKGROUND**

Plano citizens continue to utilize OverDrive due to its extensive catalog of eBooks, eAudiobooks, eMagazines and streaming videos (Kanopy). It is the only available platform to allow patrons a choice of viewing materials on numerous devices including Amazon Kindle. Kanopy is the provider of streaming content such as The Great Courses and PBS documentaries.

OverDrive is a major distributor of eBooks, eAudiobooks, eMagazines and streaming videos. Plano citizens actively use all these services. The impact of not granting this request would be reduced numbers of eBooks, eAudiobooks, eMagazines and streaming videos available to library patrons.

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). (City of Plano Internal Contract No. 2023-0442-XR)

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

Funding is planned in the FY 2023-24 General Fund budget and for future years, as well. Plano Public Library will enter into a one-year contract with four (4) one-year automatic renewals, in an estimated annual amount of \$900,000. 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:** 9/26/2023

**DEPARTMENT:** Public Works

**DIRECTOR:** Dan Prendergast, P.E. Director of Public Works

**AGENDA ITEM:** Approval of an expenditure in the amount of \$200,000 for construction materials testing professional services for Material Testing Residential - 2023, Project No. PW-S-00054

**RECOMMENDED ACTION:** Approval of Expenditure

---

### **ITEM SUMMARY**

To approve an expenditure for construction materials testing professional services for Material Testing Residential - 2023, Project No. PW-S-00054, in the amount of \$200,000 from TEAM Consultants, Inc. for the Public Works Department; and authorizing the City Manager to execute all necessary documents. **Approved**

### **BACKGROUND**

Public Works staff recommends the approval of the Material Testing Residential – 2023 contract to TEAM Consultants, Inc., in the amount of \$200,000.

This Professional Services Agreement is for the material testing services required for residential street, alley, and sidewalk rehabilitation projects. Material testing verifies that contractors are adhering to the City's pavement construction specifications by checking items such as concrete compressive strength, concrete slump, soil density and soil moisture content. Constructing improvements in accordance with City of Plano specifications ensures quality and long-lasting repairs.

If this expenditure is not approved, the City will not have the ability to perform tests to verify that construction materials and procedures meet the City's standards. Constructing pavement improvements without material testing may lead to substandard work causing increased costs related to premature replacement and increased future construction impacts to residents.

TEAM Consultants, Inc. was selected based on their statement of qualifications submission for RFQ No. 2021-0378-XR.

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

Funding for this item is available in the 2022-23 Street Improvements CIP and is planned for future years, as well. The professional services agreement, in the amount of \$200,000, will include material testing services for residential street, alley, and sidewalk rehabilitation projects.

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:** 9/26/2023

**DEPARTMENT:** Parks

**DIRECTOR:** Ron Smith, Director of Parks and Recreation

**AGENDA ITEM:** Approval of an expenditure in the amount of \$328,225 for landscape architect professional services for Oak Point Park Hillside Parking Lot and Restroom, Project No. PKR-P-00060.

**RECOMMENDED ACTION:** Approval of Expenditure

---

### **ITEM SUMMARY**

To approve an expenditure for landscape architect professional services for Oak Point Park Hillside Parking Lot and Restroom, Project No. PKR-P-00060, in the amount of \$328,225 from Mesa Design Associates, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**

### **BACKGROUND**

The Oak Point Park Hillside Parking Lot and Restroom project will provide a phased scope for the parking lot, event lawn, restroom building, reservable pavilion, completing trail connections on the east side of the park, and sidewalk connections on Los Rios Boulevard. The scope also provides for bid-alternates with expanded pavilion options. The project scope includes construction and site plans, as well as enhanced bidding and construction administrative services to assist throughout the construction of the project to full completion. The completed project will allow Oak Point Park to host run/walk distance events, and expand the ability to serve public demand for rentable pavilions and event space.

The Parks and Recreation Department recommends approval of an expenditure in the amount of \$328,225 for landscape architect professional services from Mesa Design Associates, Inc. for the Oak Point Park Hillside Parking Lot and Restroom project. Mesa Design Associates, Inc. was deemed most qualified and efficient for their past survey, geotechnical, civil, architectural and landscape design work on the project master planning as well as the already installed phases of the project.

The benefit of this project includes completed and expanded trail connections, and greater recreational use of the site. If this project is not approved, funding approved by the voters will not be used to complete already installed park features designed to maximize the park's potential, nor may the site be able to adequately host future run/walk events and other special events.

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

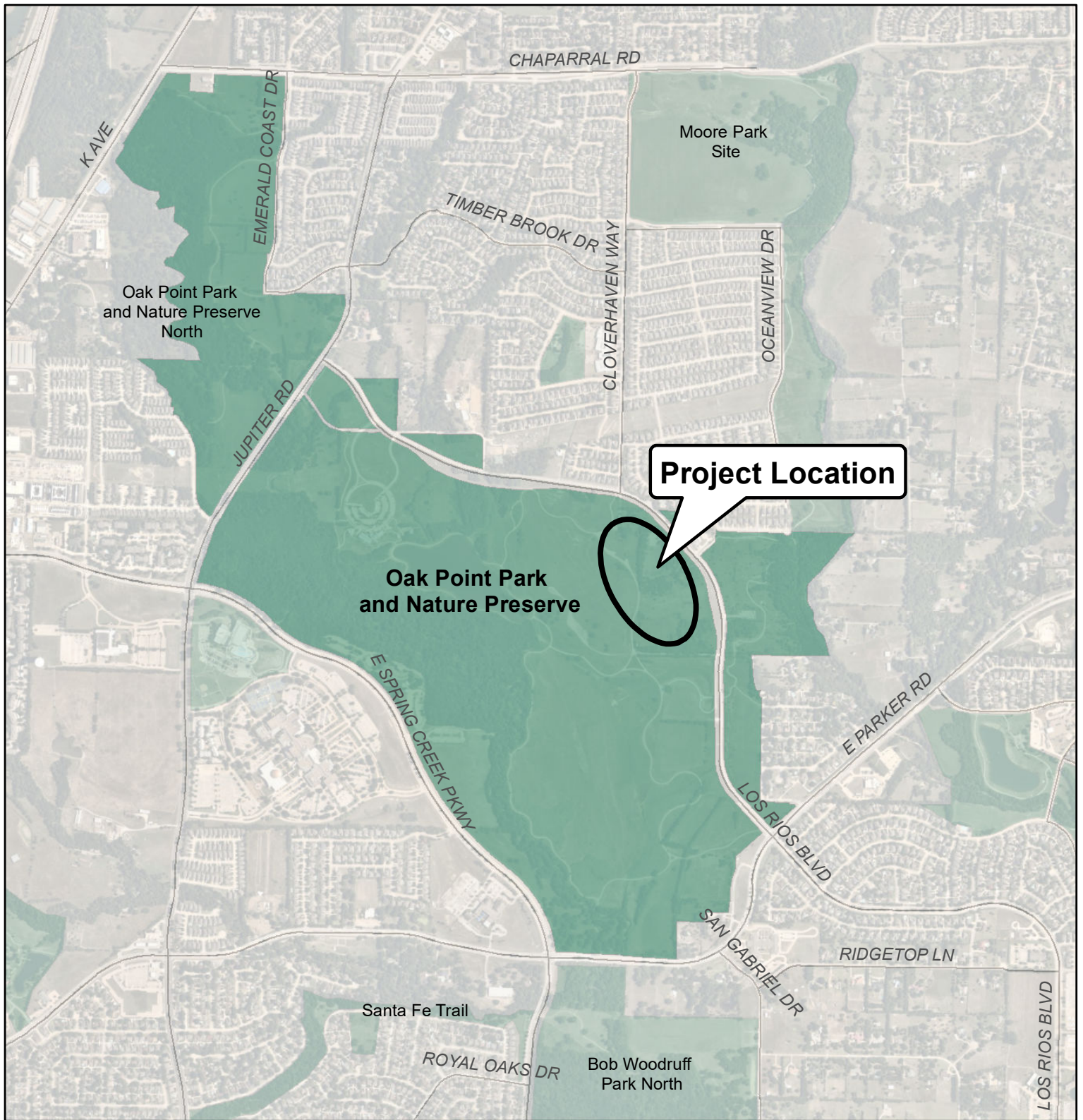
Funding for this item is available in the Park Improvements CIP. Consultant professional services for the Oak Point Park Hillside Parking Lot and Restroom project, in the total estimated amount of \$328,225, will leave a balance of \$933,775 for future project expenditures.

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	9/7/2023	Map





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Feet

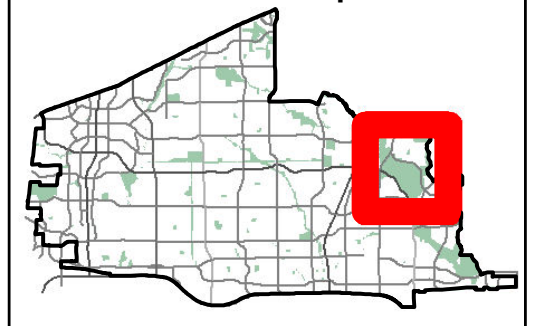


City of Plano Park Planning Division  
8/31/2023

## Location Map Oak Point Park Hillside Parking Lot and Restroom

Project #PKR-P-00060  
Page 89

Location Map



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Special Projects  
**DIRECTOR:** Peter Braster, Director of Special Projects  
**AGENDA ITEM:** Development Agreement for the Park on 14th Project  
**RECOMMENDED ACTION:** Approval of Contract / Agreement

---

### **ITEM SUMMARY**

To approve a Development Agreement by and between the City of Plano, Texas and Plano DMA-TSAHC Housing, LLC, a Texas limited liability corporation; and authorizing the City Manager to execute all necessary documents. **Approved**

### **PREVIOUS ACTION/PRESENTATION**

On May 3, 2023, the Tax Increment Financing Reinvestment Zone No. 2 Board of Directors unanimously recommended approval of a \$450,000 grant for public infrastructure and utility relocations as described in the attached development agreement.

### **BACKGROUND**

The property under consideration is located on the corner of 14th Street and G Avenue (see attached map). It has been owned by the Texas State Affordable Housing Corporation (TSAHC) for many years. There have been several unsuccessful attempts to develop the property. TSAHC has now successfully partnered with DMA Development Company to move forward with the mid-sized 4-story 62-unit multifamily project.

The grant funds will be used to fund public infrastructure and utility relocations, which include burying existing overhead utilities. A full list of items is located in Exhibit C of the attached development agreement.

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

Funding is available for this item in the 2022-23 TIF II Fund budget. If approved, the City will contribute \$450,000 to fund public infrastructure improvements via this agreement.

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

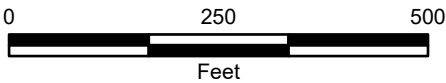
### **ATTACHMENTS:**

Description	Upload Date	Type
Map	8/28/2023	Map
Agreement	9/18/2023	Agreement





1321 G Avenue

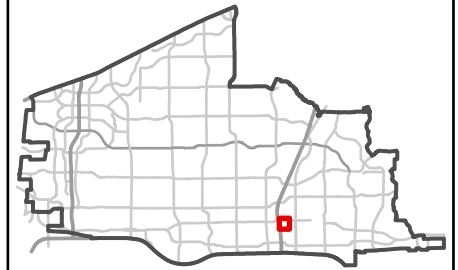


City of Plano BI-GIS Division  
August 2023

### Property Location

1321 G Avenue

### Project Location





**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND PLANO DMA-TSAHC HOUSING, LLC FOR PARK ON 14<sup>TH</sup> PROJECT**

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

**RECITALS**

**WHEREAS**, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake any development on real property for the purposes of providing supporting public facilities and services; and

**WHEREAS**, Developer desires to develop a site of approximately 1.5± acres located at the southwest corner of 14th Street and G Avenue (the "Property") and as shown in Exhibit "A" attached hereto; and

**WHEREAS**, Developer has proposed the development of a multi-family development on the Property in substantial compliance with a Site Plan prepared by Developer attached hereto as Exhibit "B" (the "Plan" or the "Development"); and

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

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

**WHEREAS**, the Public Improvements are funded under General Category Allocations (streets, utilities and landscaping) identified in the current *Project Plan and Financing Plan* for TIF#2, for which at least Four Hundred and Fifty Thousand Dollars (\$450,000) has been budgeted; and

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

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

**WHEREAS**, the development of the Property in accordance with the Plan by Developer will contribute important direct and indirect economic and social benefits to the City, including, but not limited to the creation of a pedestrian-oriented residential development near the Downtown Plano DART rail station; and

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

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

## SECTION 1. DEVELOPER'S OBLIGATIONS

A. Prior to receiving any funding from the City as authorized by this Agreement, Developer shall:

1. Obtain approval of a final site plan for Park on 14<sup>th</sup> (the "Development");
2. Provide documentation to the reasonable satisfaction of the City of financial ability to complete the obligations under this Agreement in the form of a letter from lenders providing financing for the Development or proof of ownership of the Property and verification of construction financing;
3. Obtain all necessary City permits to begin construction of the Development's first phase and begin construction of the Development on or before the later of September 30, 2023 or six months after City permits required for construction are obtained by Developer. Construction shall be deemed to have begun (the Commencement Date) when Developer commences site work (i.e., grading, demolition, clearing or trenching) on the Property;
4. Complete the design, construction, and installation of all public improvements within the Development as described in Exhibit "C" attached hereto (the "Public Improvements.") The Public Improvements shall be designed, constructed and installed in a good and workmanlike manner in accordance with all applicable laws, statutes and ordinances, rules and regulations of the City and any other governmental authority having jurisdiction, including, without limitation, the City Right-of-Way Management Ordinance, the City Code of Ordinances and the City Zoning and Subdivision Ordinances. The Public Improvements shall be substantially completed on or before the date which is two (2) years after the Commencement Date, subject to extension for force majeure delays. The construction is complete upon written acceptance of the Public Improvements by the City of Plano Director of Engineering indicating that the construction has been satisfactorily completed and that Developer has ensured that all rights to the Public Improvements have been transferred to the City for use and maintenance; and
5. Request reimbursement from the City in writing. Reimbursement requests from Developer shall include all supporting documentation that may be reasonably requested by the City.
6. Post a performance bond from the Developer in the penal sum of one hundred percent (100%) of the cost to complete the Public Improvements insuring the completion of the Public Improvements. The bond shall be in form and substance identical to the bond forms attached hereto as Exhibit "E" and made a part by reference (the "**Performance Bond**"), unless changes are approved in writing by the City Attorney or his/her designee. The Performance Bond shall be signed by a Corporate Surety or Sureties authorized to do business in the State of Texas, and shall be signed by the Developer as principal. The City shall be named as an obligee in the Performance Bond. A power of attorney shall be attached to the Performance Bond evidencing that the agent signing the Performance Bond has authority to sign the Performance Bond on behalf of the Surety. In the alternative to the Developer posting the performance bond, the Developer may instead ensure that the Developer's contractor posts the performance bond as described above in favor of the City with the Developer's contractor as principal.

## **SECTION 2. CITY'S OBLIGATIONS**

### **A. The City shall perform the following obligations:**

1. Reimburse Developer for Project Costs (as defined below) for the Public Improvements upon Developer's completion of the requirements in Section 1(A) above and after receipt of Developer's written request for reimbursement, in an amount not to exceed \$450,000. Reimbursement to the Developer for eligible expenses for "Project Costs" (as defined hereinafter) will occur within thirty (30) days after the latter of (i) delivery of written request for reimbursement from Developer to the City, and (ii) final inspection and acceptance of the Public Improvements by the City in accordance with Section 1.A.4 above. However, such reimbursement shall exclude "Overhead Costs" (as defined hereinafter).
2. "Project Costs" means actual construction and/or installation costs for Public Improvements, including but not limited to:

Relocation of aerial communications lines located adjacent to the Development to an underground conduit configuration.
3. "Overhead Costs" means:
  - i. overhead and management fees of Developer;
  - ii. financing charges;
  - iii. marketing costs;
  - iv. legal fees; and
  - v. payments made to entities affiliated with or related to Developer to the extent such payments made to entities affiliated with or related to Developer do not exceed what is reasonable and customary for such services.

- B. All Public Improvement reimbursements made to Developer under this subsection shall be funded solely from TIF#2 funds as provided by law and shall not be obligated for funding from the City's general fund or any other City fund unrelated to TIF#2 funds;
- C. All development fees, including park fees, associated with the Development will be reimbursed by the City to the Developer.

## **SECTION 3. DESIGN AND CONSTRUCTION**

- A. Design management for the Public Improvements and the Development will be provided by Developer's designated licensed architect and/or a licensed civil engineer for the Development, or such other party as shall be mutually agreed to by the parties to this Agreement.
- B. Developer shall obtain all required local, state and federal governmental approvals and permits required for construction of the Public Improvements.
- C. Developer shall procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of this Agreement. Developer shall provide their signed insurance certificate to the City

verifying that they have obtained the required insurance coverage prior to the commencement of construction of the Public Improvements and naming the City of Plano as additional insured.

#### **SECTION 4. DAMAGE, DESTRUCTION, OR FAILURE OF PERFORMANCE**

Should Developer fail to complete or cause the completion of installation of the Public Improvements by the date specified in Section 1.A.4. of this Agreement, subject to force majeure, the City shall have no obligation to expend funds to complete the Public Improvements.

#### **SECTION 5. FORCE MAJEURE**

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

#### **SECTION 6. TERM**

The term of this Agreement shall begin on the date of execution and end upon the complete performance of all obligations and conditions precedent by parties to this Agreement but in no event later than December 31, 2027. The City Manager or his designee shall have the authority to extend, in writing, the commencement and completion dates, and all other deadlines contained within the Agreement, including the term, for an additional period of one year, subject to force majeure.

#### **SECTION 7. AUTHORITY OF DEVELOPER**

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

#### **SECTION 8. EVENTS OF DEFAULT**

A default shall exist if any of the following occurs:

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

A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default by the defaulting party under

this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

#### **SECTION 9. REMEDIES**

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

#### **SECTION 10. BANKRUPTCY**

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

#### **SECTION 11. INDEMNIFICATION**

**DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH DEVELOPER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OF ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO**



**RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

## **SECTION 12. AFFIDAVIT OF NO PROHIBITED INTEREST**

Developer acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Agreement voidable.

## **SECTION 13. NOTICES**

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

If intended for City, to:

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

If intended for Developer, to:

Plano DMA-TSAHC Housing LLC.  
Attention: David Danenfelzer  
6701 Shirley Avenue  
Austin, Texas 78752  
and  
Janine Sisak  
4101 Parkstone Heights Drive, Suite 410  
Austin, Texas 78746

With a copy to:

Maker Bros, LLC  
4901 Keller Springs Road, Suite 101  
Addison, Texas 75001  
Attention: Justin Bailey

## **SECTION 14. WRITTEN NOTICES AND APPROVALS REQUIRED**

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Developer is required, or whenever the City or Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be in writing. Approval by City, unless otherwise provided herein, shall be by the City Manager or his designated representative and approval by Developer shall be by the CEO, CFO or Vice President or any officer or other authorized representative of Developer so authorized (and, in any event, the officers executing this Agreement are so authorized); and either party hereto shall be authorized to act in reliance upon any such request, demand, approval, notice or consent, or agreement.

## **SECTION 15. GIFT TO PUBLIC SERVANT**

- A. City may terminate this Agreement immediately if Developer has knowingly offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

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

## **SECTION 16. COMPLIANCE WITH EQUAL RIGHTS ORDINANCE**

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

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

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment;
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;

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

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

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

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

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

#### **SECTION 17. APPLICABLE LAWS**

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

#### **SECTION 18. VENUE AND GOVERNING LAW**

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

#### **SECTION 19. LEGAL CONSTRUCTION**

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

#### **SECTION 20. COUNTERPARTS**

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

#### **SECTION 21. CAPTIONS**

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

## **SECTION 22. SUCCESSORS AND ASSIGNS**

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

## **SECTION 23. ENTIRE AGREEMENT**

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

## **SECTION 24. INCORPORATION OF RECITALS**

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

[Remainder of Page Left Intentionally Blank; Signature Pages Follow]

**EXECUTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by City, signing by and through its City Manager.

**CITY OF PLANO, TEXAS, a home rule municipal corporation**

By: \_\_\_\_\_  
Mark D. Israelson, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, City Attorney

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF COLLIN**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Mark D. Israelson, City Manager, of **CITY OF PLANO, TEXAS**, a home rule municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**Plano DMA-TSAHC Housing, LLC,  
a Texas limited liability company**

**By: TSAHC Park on 14<sup>th</sup>, LLC,  
a Texas limited liability company,  
its managing member**

**By: Texas State Affordable  
Housing Corporation,  
a Texas nonprofit corporation,  
its sole member**

By: \_\_\_\_\_  
David Long, President

**ACKNOWLEDGMENT**

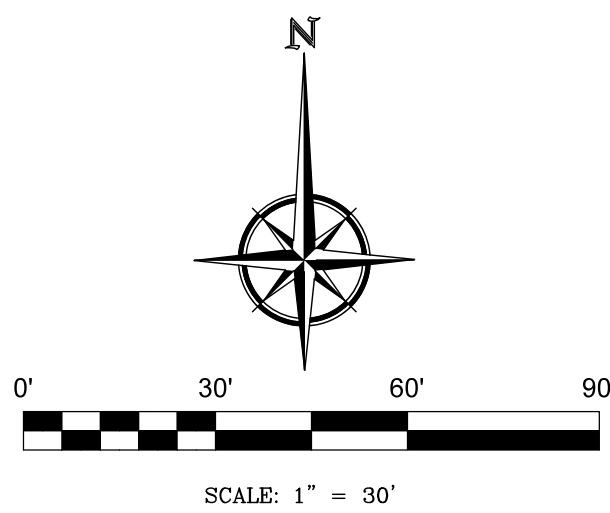
**STATE OF TEXAS**

**COUNTY OF TRAVIS**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by David Long, President of Texas State Affordable Housing Corporation, a Texas nonprofit corporation, the sole member of TSAHC Park on 14<sup>th</sup>, LLC, a Texas limited liability company, the managing member of PLANO DMA-TSAHC HOUSING, LLC, a Texas limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_



AREA NOTE:

The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this Survey. It does not include the tolerances that may be present due to positional accuracy of the boundary monuments in place.

REFERENCE BEARING NOTE:

The bearings shown hereon are geodetic derived from GPS observations and measurements utilizing the StarNET RTK Network and is also referenced to City of Plano Monuments #317 an 842. NAD83, Texas State Plane Coordinates, North Central Zone (4202).

FLOOD ZONE NOTE:

This Surveyor has reviewed Flood Insurance Rate Map No. 480850390K (effective date June 7, 2017) published by the Federal Emergency Management Administration for Collin County, Texas and based upon said scaled map and graphic plotting, such review revealed that the subject parcel lies within "ZONE X" (Un-Shaded) and is outside of the 100 Year Flood Plain and is determined to be outside the 0.2% annual chance floodplain.

BUILDING SETBACK NOTE:

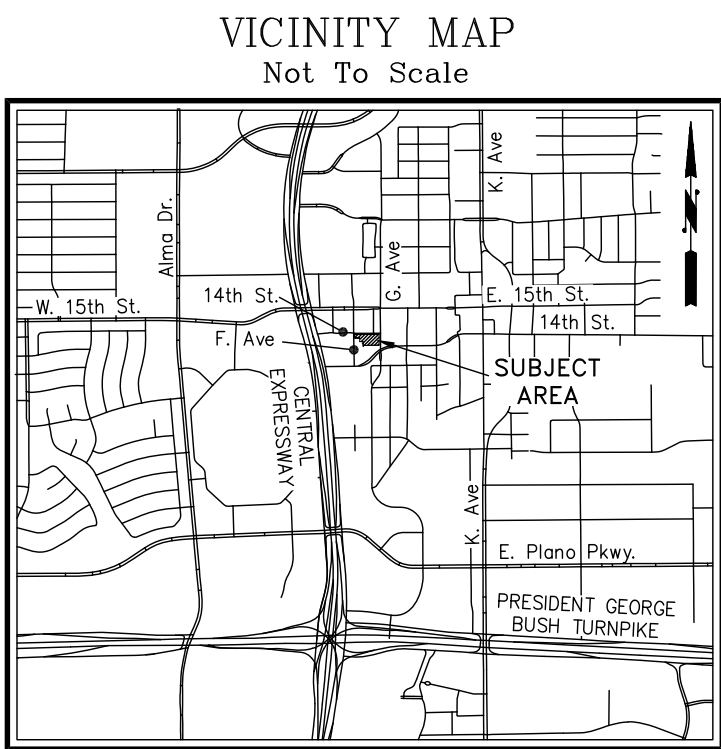
Building setbacks are established from the face of curb.

PURPOSE STATEMENT:

The purpose of this preliminary Replat is to combine all of Lot 9 and part of Lot 10 into one platted lot, abandon sidewalk and utility easements, dedicate R.O.W. and add new easements for future development.

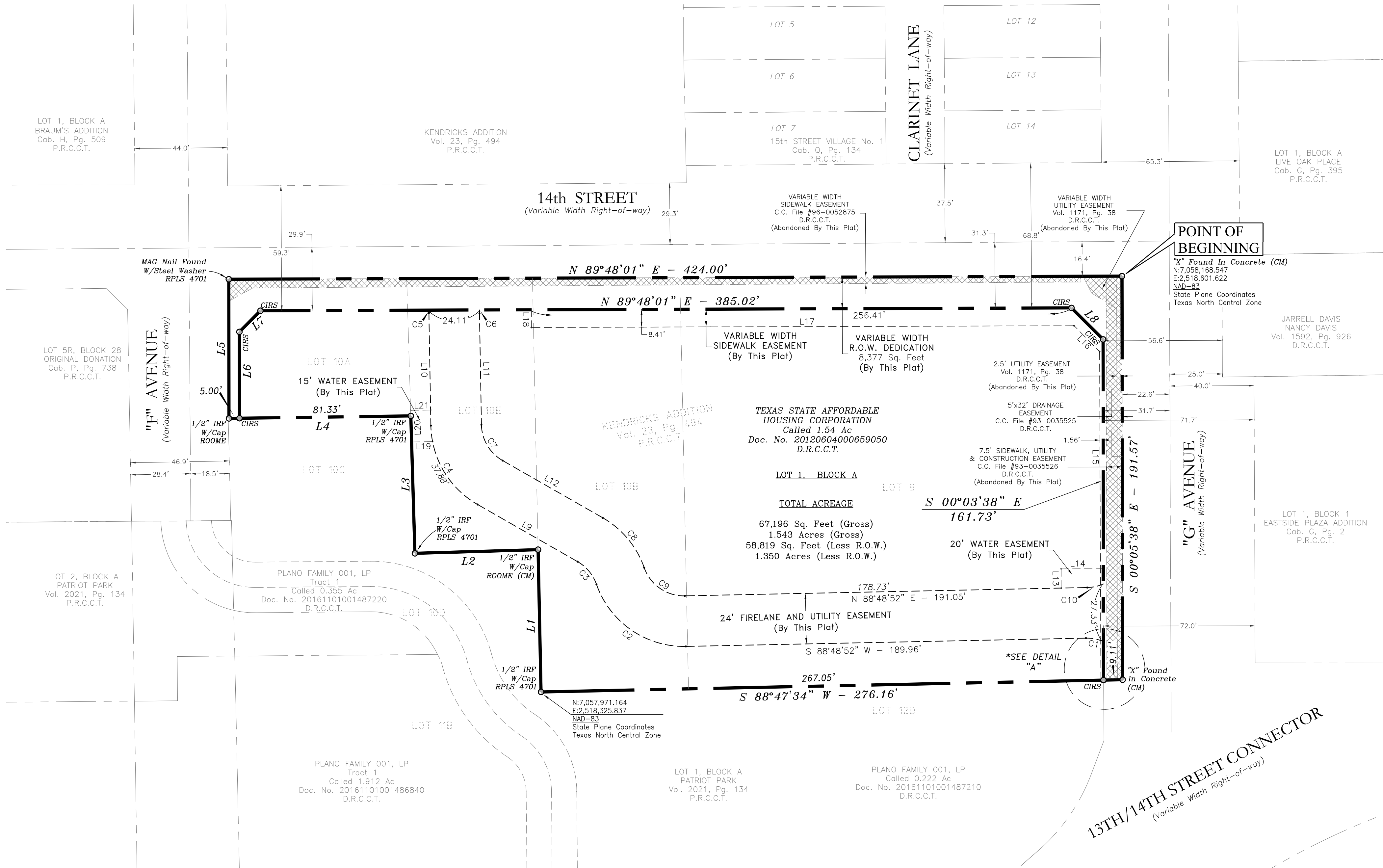
PLAT NOTE:

Selling a portion of this addition by metes and bounds is a violation of city subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.



ABBREVIATIONS:

Vol. = Volume  
Pg. = Page  
Doc. = Document  
C.C File # = County Clerk's File Number  
D.R.C.C.T. = Deed Records, Collin County, Texas  
P.R.C.C.T. = Plat Records, Collin County, Texas  
IRF = Iron Rod Found  
(CM) = Controlling Monument  
R.C.P. = Reinforced Concrete Pipe



BOUNDARY LINE TABLE

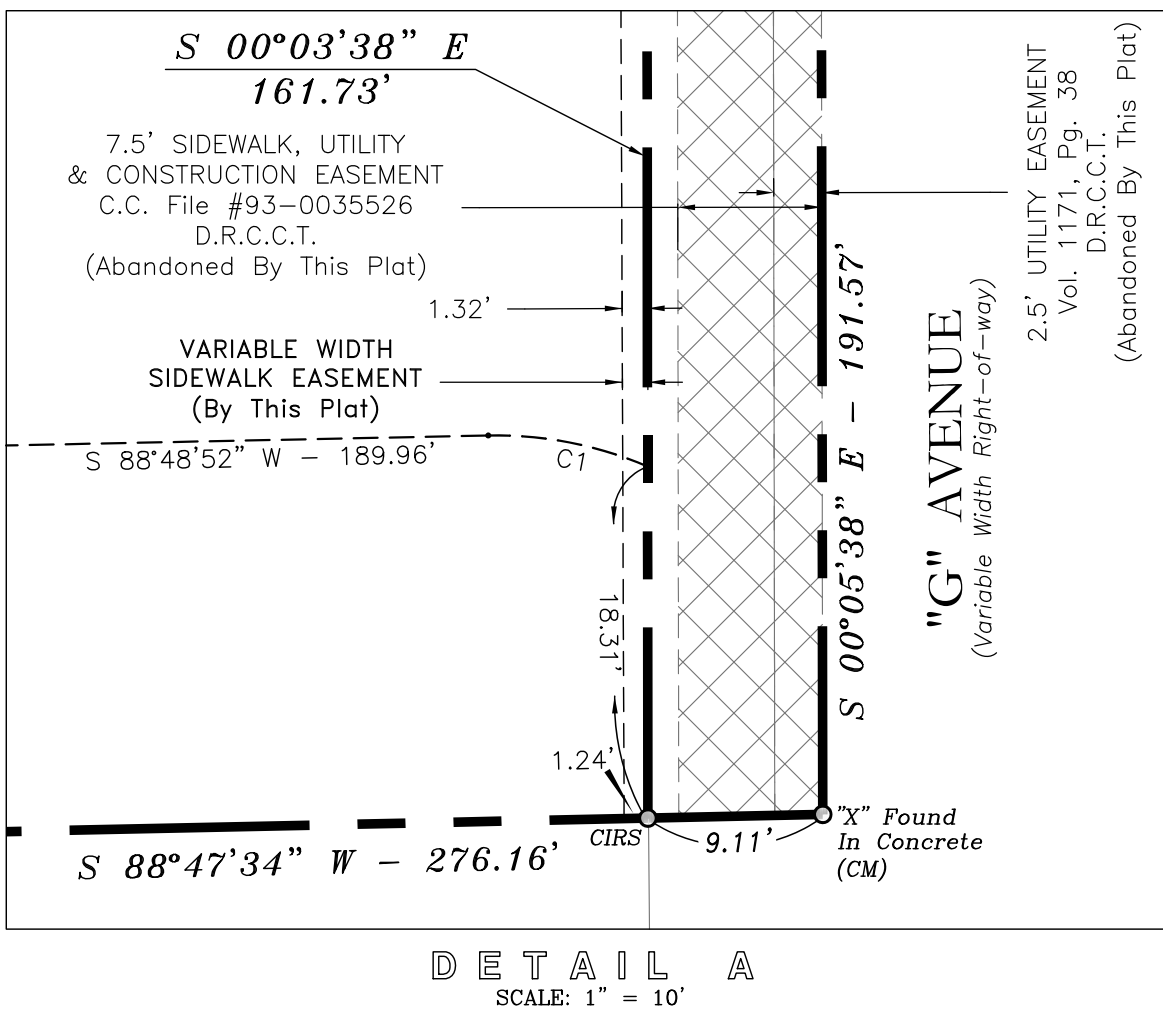
LINE	BEARING	DISTANCE
L1	N 01°11'28" W	67.56'
L2	S 88°17'52" W	58.49'
L3	N 01°42'47" W	65.25'
L4	S 89°13'00" W	86.33'
L5	N 00°03'41" W	66.05'
L6	N 00°03'41" W	41.01'
L7	N 44°52'00" E	14.15'
L8	S 45°07'48" E	21.19'

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L9	N 60°15'19" W	54.70'
L10	N 01°00'11" W	53.49'
L11	S 01°00'11" E	52.87'
L12	S 60°15'19" E	54.70'
L13	N 00°03'38" W	9.14'
L14	N 89°50'18" E	20.00'
L15	N 00°13'24" W	155.97'
L16	N 44°33'50" W	17.21'
L17	S 89°49'06" W	257.67'
L18	N 00°00'04" W	8.39'
L19	S 88°59'49" W	9.94'
L20	N 01°42'47" W	15.00'
L21	N 88°59'49" E	9.47'

EASEMENT CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	24°23'30"	20.00'	8.51'	N 78°59'23" W	8.45'
C2	71°54'51"	44.00'	55.23'	N 55°13'43" W	51.67'
C3	40°59'01"	20.00'	14.31'	N 39°45'48" W	14.00'
C4	59°15'08"	44.00'	45.50'	N 30°37'45" W	43.50'
C5	3°49'19"	20.00'	1.33'	N 02°54'50" W	1.33'
C6	4°38'38"	20.00'	1.62'	S 01°19'09" W	1.62'
C7	59°15'08"	20.00'	20.68'	S 30°37'45" E	19.77'
C8	40°59'01"	44.00'	31.47'	S 39°45'48" E	30.81'
C9	71°54'51"	20.00'	25.10'	S 55°13'43" E	23.49'
C10	22°39'54"	20.00'	7.91'	N 77°28'55" E	7.86'



APPROVED  
SUBJECT TO STIPULATIONS  
JUNE 5, 2023  
CITY OF PLANO  
P&Z COMMISSION  
PLANNER: *RP*

EXPIRES  
JUNE 5, 2025  
CITY OF PLANO

PRELIMINARY REPLAT

CITY PROJECT NO. PR2023-010

THE PARK ON 14TH STREET  
LOT 1, BLOCK A  
1.543 ACRES

Being a replat of all of Lot 9 and part of Lot 10  
Kendricks Addition, recorded in  
Volume 23, Page 494, Plat Records, Collin County, Texas  
and situated in the  
Joseph Clepper Survey, Abstract No. 213  
City of Plano, Collin County, Texas  
Date of Preparation: 05/30/2023

**RINGLEY & ASSOCIATES, INC.**  
SURVEYING • MAPPING • PLANNING  
Texas Firm Registration No. 10061300  
701 S. Tennessee - McKinney, Texas 75069  
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Hadd	04/20/2023	1" = 30'	2021-012	2021-012-RP.DWG	1 of 2

OWNER  
TEXAS STATE AFFORDABLE HOUSING  
CORPORATION (TSAHC)  
Contact: David Danenfelzer  
6701 Shirley Avenue  
Austin, Texas 78752  
512-477-3562

ENGINEER  
CROSS ENGINEERING CONSULTANTS, INC.  
Contact: Dwayne Zinn  
1720 W. Virginia Street  
McKinney, Texas 75069  
972-562-4409

SURVEYOR  
RINGLEY & ASSOCIATES, INC.  
Contact: Lawrence H. Ringley  
701 S. Tennessee Street  
McKinney, Texas 75069  
972-542-1266



OWNER'S CERTIFICATE

STATE OF TEXAS       §  
COUNTY OF COLLIN   §

WHEREAS, TEXAS STATE AFFORDABLE HOUSING CORPORATION is the owner of that certain tract of land situated in the City of Plano, in the Joseph Clepper Survey, Abstract No. 213 of Collin County, Texas and being all of Lot 9 and part of Lot 10 of Kendricks Addition, an addition to the City of Plano, according to the plat thereof, recorded in Volume 23, Page 494, Plat Records, Collin County, Texas (P.R.C.C.T.) and same being further described in a Special Warranty Deed to Texas State Affordable Housing Corporation (TSAHC), dated May 29, 2012 and recorded in Document No. 20120604000659050, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes & bounds as follows:

BEGINNING at an "X" found carved in concrete at the intersection of the present south right-of-way line of 14th Street (a variable width right-of-way) and the present west right-of-way line of G Avenue (a variable width right-of-way) for the northeast corner of the above described Lot 9 and said TSAHC tract;

THENCE: South 00 deg. 05 min. 38 sec. East, along the common line of said Lot 9, TSAHC tract and G Avenue, a distance of 191.57 feet to an "X" found carved in the top of a concrete curb inlet for the southeast corner of Lot 9 and said TSAHC tract;

THENCE: South 88 deg. 47 min. 34 sec. West, departing from said G Avenue, along the south line of said TSAHC tract, at a distance of 9.08 feet, passing the northeast corner of Lot 1, Block A of Patriot Park, an addition to the City of Plano, according to the plat thereof, recorded in Volume 2021, Page 134, P.R.C.C.T. and continuing along the common line of said TSAHC tract and said Lot 1, Block A for a total distance of 276.16 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", found for the most southerly southwest corner of said TSAHC tract, on the south line of the above mentioned Lot 10 and said point also being an inside ell corner of said Lot 1, Block A;

THENCE: North 01 deg. 11 min. 28 sec. West, continuing along the common line of said TSAHC tract and said Lot 1, Block A, a distance of 67.57 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "Roome Surveying", found for a common corner of said TSAHC tract and said Lot 1, Block A;

THENCE: South 88 deg. 17 min. 52 sec. West, continuing along said common line, a distance of 58.49 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", found for a common corner of said TSAHC tract and said Lot 1, Block A;

THENCE: North 01 deg. 42 min. 47 sec. West, continuing along said common line, a distance of 65.25 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", found for a common corner of said TSAHC tract and said Lot 1, Block A;

THENCE: South 89 deg. 13 min. 00 sec. West, continuing along said common line, a distance of 86.33 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped "Roome Surveying", found on the present east right-of-way line of F Avenue (a variable width right-of-way) and the west line of said Lot 10, for the northwest corner of said Lot 1, Block A and the most westerly southwest corner of said TSAHC tract;

THENCE: North 00 deg. 03 min. 41 sec. West, along the west line of said Lot 10 and TSAHC tract and the present east right-of-way line of said F Avenue, a distance of 66.05 feet to a mag nail with a steel washer, stamped "RPLS 4701", found at the intersection of the present east right-of-way line of said F Avenue and the present south right-of-way line of the above mentioned 14th Street, for the northwest corner of said Lot 10 and said TSAHC tract;

THENCE: North 89 deg. 48 min. 01 sec. East, along the common line of Lots 10 and 9, said TSAHC tract and said 14th Street, a distance of 424.00 feet to the POINT OF BEGINNING and containing 67,196 square feet or 1.543 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT TEXAS STATE AFFORDABLE HOUSING CORPORATION (TSAHC), acting herein by and through it's duly authorized officers, does hereby adopt this Replat designating the hereinabove described property as LOT 1, BLOCK A, THE PARK ON 14TH STREET, being a replat of all of Lot 9 and part of 10, Kendricks Addition, an addition to the City of Plano, Texas, according to the plat thereof, recorded in Volume 23, Page 494, Plat Records, Collin County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Plano. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Plano's use thereof. The City of Plano and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Plano and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Plano, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

WITNESS, my hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
DAVID DANENFELZER  
Senior Director of Development Finance  
TEXAS STATE AFFORDABLE HOUSING CORPORATION (TSAHC)

STATE OF TEXAS       )(  
COUNTY OF TRAVIS   )(

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared DAVID DANENFELZER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND in TRAVIS COUNTY, TEXAS,

this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, State of Texas

CERTIFICATE OF APPROVAL

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the Planning & Zoning Commission, City of Plano, Texas.

\_\_\_\_\_  
Chairman, Planning & Zoning Commission

STATE OF TEXAS:  
COUNTY OF COLLIN:

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day , personally appeared known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC in and for the STATE OF TEXAS

Secretary, Planning & Zoning Commission or City Engineer

STATE OF TEXAS:  
COUNTY OF COLLIN:

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day , personally appeared person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC in and for the STATE OF TEXAS

SURVEYORS' CERTIFICATE

That I, **Lawrence H. Ringley**, do hereby certify that I have prepared this plat and the field notes shown hereon from an on the ground survey of the land, and this plat is a true, correct and accurate representation of the physical evidence found at the time of the survey; that the corner monuments shown hereon were found and/or placed under my personal supervision. This plat was prepared in accordance with the platting rules and regulations of the City of Plano, Texas.

DATED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Lawrence H. Ringley, R.P.L.S.  
State of Texas, No. 4701

STATE OF TEXAS       )(  
COUNTY OF COLLIN   )(

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared **LAWRENCE RINGLEY**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, State of Texas



PRELIMINARY REPLAT

CITY PROJECT NO. PR2023-010

THE PARK ON 14TH STREET  
LOT 1, BLOCK A  
1.543 ACRES

Being a replat of all of Lot 9 and part of Lot 10  
Kendricks Addition, recorded in  
Volume 23, Page 494, Plat Records, Collin County, Texas  
and situated in the  
Joseph Clepper Survey, Abstract No. 213  
City of Plano, Collin County, Texas  
Date of Preparation: 05/30/2023

**RINGLEY & ASSOCIATES, INC.**  
SURVEYING • MAPPING • PLANNING  
Texas Firm Registration No. 10061300  
701 S. Tennessee — McKinney, Texas 75069  
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Head	04/20/2023	N.T.S.	2021-012	2021-012-RP.DWG	2 of 2

OWNER  
TEXAS STATE AFFORDABLE HOUSING CORPORATION (TSAHC)  
Contact: David Danenfelzer  
6701 Shirley Avenue  
Austin, Texas 78752  
512-477-3562

ENGINEER  
CROSS ENGINEERING CONSULTANTS, INC.  
Contact: Dwayne Zinn  
1720 W. Virginia Street  
McKinney, Texas 75069  
972-562-4409

SURVEYOR  
RINGLEY & ASSOCIATES, INC.  
Contact: Lawrence H. Ringley  
701 S. Tennessee Street  
McKinney, Texas 75069  
972-542-1266



DMA PLANO APARTMENTS					17238
UNIT TABULATION					CREATED 01.24.18
TYPE	AREA	NO.	%	TOTAL AREA	
A1(a), (b)	650	27	43.55%	17,550	79.03%
A2(a), (b)	721	14	22.58%	10,094	
A2(ADA)	721	2	3.23%	1,442	
A3(a)	786	6	9.68%	4,716	
B1(a)	1,031	6	9.68%	6,186	20.97%
B1(b)	1,055	3	4.84%	3,165	
B1(c)	1,060	3	4.84%	3,180	
B1(ADA)	1,031	1	1.61%	1,031	
TOTAL		62	100.00%	47,364	

AVERAGE UNIT SIZE : 763.94

Note:

All 'A' units are one bedroom. All 'B' units are two bedroom.

FLOOR LEVEL					TOTAL
1ST	2ND	3RD	4TH		
A1(a), (b)	6	7	7	7	27
A2(a), (b)	4	3	3	4	14
A2(ADA)		1	1		2
A3(a)		2	2	2	6
B1(a)		2	2	2	6
B1(b)		1	1	1	3
B1(c)		1	1	1	3
B1(ADA)	1				1
UNITS/BLDG	11	17	17	17	
UTS/FLOOR	11	17	17	17	62

WATER METER SCHEDULE					
ID	Meter Type	Meter Size	No.	Remarks	Wastewater
1	Domestic	3"	1	Proposed	Proposed 6"
2	Irrigation	2"	1	Proposed	

Water Meter & Service 2" and Less to be installed by City Water Dept. at Owners Expense. Minimum Domestic Water Service size is 1" or 2".

#### LEGEND

- Firelane
- Proposed Wheel Stop
- Existing Fire Hydrant
- Proposed Fire Hydrant
- BFR Barrier Free Ramp
- Accessible Route

(NOT TO SCALE)  
VICINITY MAP

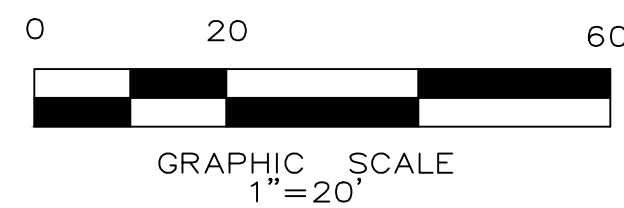
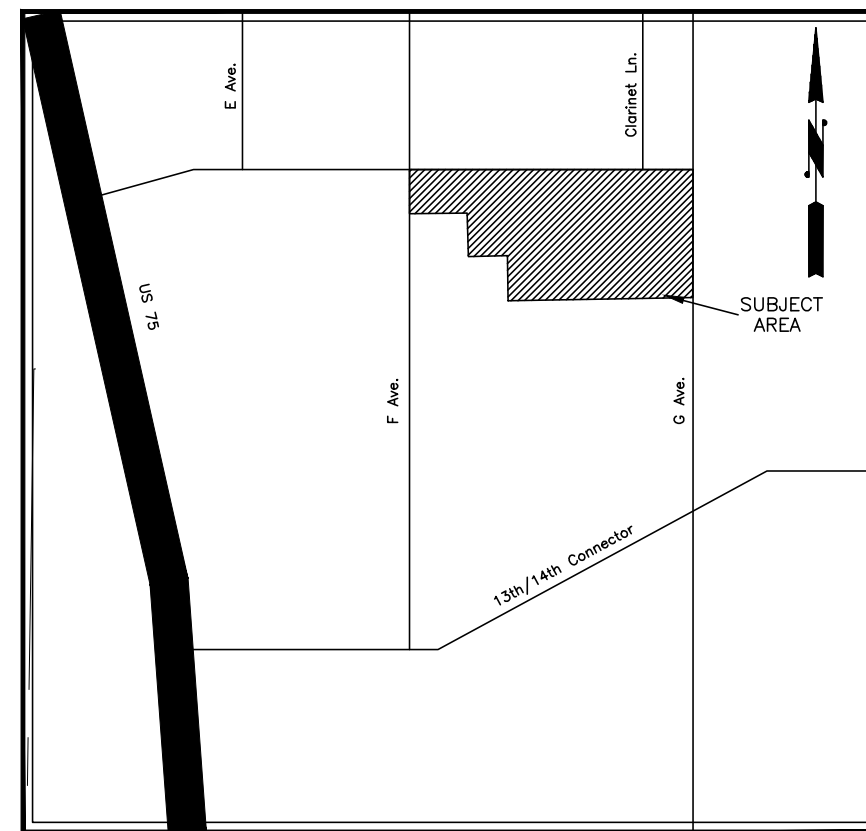
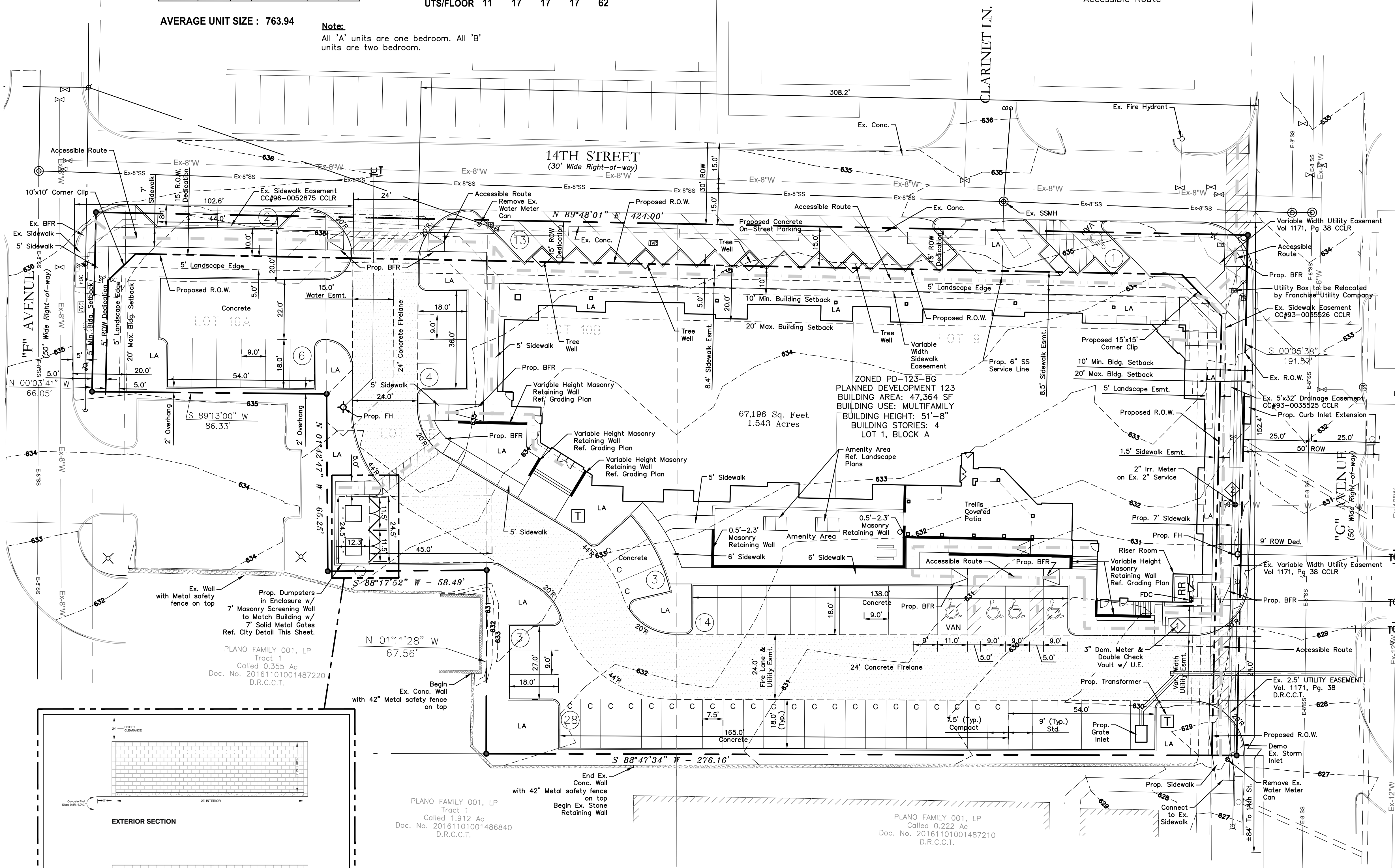


Exhibit B



#### Site Data Summary Table

Item	Lot 1*
<b>General Site Data</b>	
Zoning (from zoning map)	Zoned PD-123-BG
Land Use (from Zoning Ordinance, include all applicable uses)	Multifamily Residence
Lot Area (square feet & acres)	1,350 Acres (38,821 sf)
Building Footprint Area (square feet)	17,585 sf
Building Height (# stories)	4 Stories
Building Height (feet - distance to tallest building element)	51'-8"
Lot Coverage (percent - 1.2x1)	25.65%
Floor Area Ratio (ratio 1:xx.1)	0.26:1
Existing Open Storage (square feet)	0
Proposed Open Storage (square feet)	0
Residential Density (Units/Net Acreage)	40.18 units/acre
*Net Acreage = Total acreage minus streets and open space	
<b>Multifamily Units</b>	
# of studios/efficiencies & Minimum unit size	na
# of 1 bedrooms & Minimum unit size	49
# of 2 bedrooms & Minimum unit size	13
# of 3 bedrooms & Minimum unit size	na
Total Unit Count	62
Residential Density (Units/Net Acreage)	40.18 units/acre
*Net Acreage = Total acreage minus streets and open space	
<b>Parking</b>	
Parking Ratio (from Zoning Ordinance)	1 per 1 bed unit, 1.5 per 2 bed unit
Required Parking (# spaces)	69
Provided Parking (# spaces)	74 (49 Standard, 25 Compact)
Accessible Parking Required (# spaces)	5
Accessible Parking Provided (# spaces)	0
Parking in Excess of 110% of required parking (# spaces)	0
<b>Landscape Area (including turf areas)</b>	
Landscape Edge Area Provided (square feet)	4,321 sf
Required interior landscape area (parking lot landscaping) (square feet)	na
Additional interior landscape area provided (square feet)	6,769 sf
Other Landscape Area within the lot including Storm Water Conservation Areas (square feet)	na
Total Landscape Area (square feet)	10,181 sf
<b>Permeable Area (not including landscaping of turf areas)</b>	
Permeable Pavement (square feet)	na
Other Permeable Area within the lot not including landscaping or turf areas	na
Total Permeable Area (square feet)	na
<b>Impervious Area</b>	
Building Footprint Area (square feet)	17,585 sf
Area of Sidewalks, Pavement & other Impervious Flatwork (square feet)	31,055 sf
Other Impervious Area	na
Total Impervious Area	48,640 sf
Sum of Total Landscape Area + Total Permeable Area + Total Impervious Area (square feet) Note: Sum must equal Lot Area	58,831 sf
Total Impervious Area	48,640 sf
Less BMP Impervious Area Credit	na
Billable Impervious Area	48,640 sf

#### SITE PLAN GENERAL NOTES

- Buildings 6,000 square feet or greater shall be 100% fire sprinkled.
- Fire lanes shall be designed and constructed per city standards.
- Handicapped parking areas shall be designed and provided per city standards and shall comply with requirements of the current, adopted International Building Code.
- Four-foot wide sidewalks shall be provided 2.5 feet off of the property line within the right-of-way, unless a sidewalk easement is provided for a meandering sidewalk or an alternative design is approved by the city. Barrier-free ramps, per city standards, shall be provided on sidewalks at all curb crossings.
- Mechanical units, dumpsters, and trash compactors shall be screened in accordance with the Zoning Ordinance.
- All signage contingent upon approval by Building Inspections Department.
- Approval of the site plan is not final until all engineering plans are approved.
- Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
- Building facades within this development shall be compatible, as provided in the Retail Corner Design Guidelines.
- Outdoor lighting shall comply with illumination standards within Section 6-466 of the Code of Ordinances.
- Please contact the Building Inspections Department to determine the type of construction and occupancy group.
- All electrical transmission, distribution, and service lines must be underground.
- Uses shall conform in operation, location, and construction to the following performance standards in Article 24 of the Zoning Ordinance: noise, smoke and particulate matter, odorous matter, fire or explosive hazard material, toxic and noxious matter, vibration, and/or other performance standards.

#### Note:

Existing Utilities Shown Per As-Built Documents. Contractor to Field Verify Location and Depth of All Utilities Prior to Construction and Notify Engineer of any Discrepancies.

APPROVED  
AUGUST 28, 2023  
CITY OF PLANO  
PLANNING DEPARTMENT  
PLANNER: ZP

EXPIRES  
AUGUST 28, 2025  
CITY OF PLANO

#### ENGINEER:

Cross Engineering Consultants, Inc.  
1720 W. Virginia Street  
McKinney, Texas 75069  
Phone (972) 562-4409  
Fax (972) 562-4471  
Contact: Jon David Cross, P.E.

#### ARCHITECT:

HEDK Architects  
4202 Beltway Drive  
Addison, Texas 75001  
Phone (214) 520-8878  
Contact: Chris Martino

#### SURVEYOR:

Ringley & Associates  
701 S. Tennessee St.  
McKinney, TX. 75069  
Phone (972) 542-1266  
Fax (972) 542-8682  
Contact: Lawrence Ringley

#### CITY BENCHMARK:

#317 = Standard City of Plano 2" Aluminum Disk in concrete stamped "1999 N-2 AZ MK" located in the centerline median of K Ave. on the south side of Capital Ave. approximately 80' South of the Light pole near the north curb line. Elev. = 640.78

#### SITE BENCHMARKS:

BM-1 = "X" on top of concrete curb at the beginning of the curb on the north side of 14th Street and "F" Avenue. Elev.=636.65  
BM-2 = "X" in concrete and being the southwest corner of the subject property. Elev.=627.88

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.  
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

Issue Dates:	Revisions:	Date:
1 04-03-2023	1	
2	2	
3	3	
4	4	
5	5	
6	6	

<b>CROSS ENGINEERING CONSULTANTS</b>	
1720 W. Virginia Street 972.562.4409	McKinney, Texas 75069 Texas P.E. Firm No. F-5935
Drawn By: C.E.C.I.	Checked By: C.E.C.I.
Scale: 1:20	

#### SITE PLAN SP2023-013

The Park on 14th Street Addition, Lot 1, Block A,  
Joseph Clepper Survey, Abstract No. 213 Collin Co.,  
1.543 Acres, of J.F. Kendricks 1st Addition,  
Vol. 23, Page 494, DMA Development Company, LLC  
CITY OF PLANO, TEXAS, COLLIN CO.

Sheet No.

SP

Project No.

17160



## **EXHIBIT C**

### **SUMMARY DESCRIPTION AND CONSTRUCTION COST ALLOWANCE OF PUBLIC IMPROVEMENT**

Public Improvement of estimated value of up to four hundred and fifty thousand dollars (\$450,000) (excluding Overhead Costs) is comprised of the following item:

See attached spreadsheet.



April 25, 2023

Peter Braster  
Director of Special Projects, City of Plano  
PO Box 860358  
Plano, TX 75086

Re: The Park on 14th, Plano, Texas  
Request for Approval of Development Agreement, Tax Increment Zone #2

Dear Peter:

DMA Development Company, LLC is the lead developer of The Park on 14<sup>th</sup>, a 62-unit multifamily development that is scheduled to receive building permits and commence construction in the next 90 days. Plano DMA-TSAHC Housing, LLC, the newly formed owner of the Park on 14<sup>th</sup>, consists of a joint venture between a DMA affiliate and an affiliate of the Texas State Affordable Housing Corporation ("TSAHC"), which is the current fee owner of the site.

Plano DMA-TSAHC Housing intend to seek reimbursement from the TIZ #2 for certain construction costs and permitting, building inspection, and meter fees to improve the streetscape along 14<sup>th</sup> Street and G Avenue and to connect to city provided utilities, both of which are required by the City of Plano as a condition precedent to receiving site plan development and building permits. The purpose of this letter is to request that the Board of Directors vote at its upcoming meeting to reimburse Plano DMA-TSAHC Housing, LLC for the direct and indirect costs associated with the public improvements as well as the ancillary permitting, building inspection, and meter fees. We understand that Plano DMA-TSAHC Housing will pay for all the costs in full, and seek reimbursement after such improvements are complete, subject to a fully negotiated development agreement.

The costs for which we intend to seek reimbursement are attached and include any and all City of Plano Fees with costs based on receipts provided at reimbursement.

Please note that these costs are determined based on hard bids from subcontractors, which are subject to change as the final subcontracts are negotiated and signed. We acknowledge that we will be required to submit final actual costs to the City of Plano TIZ #2 prior to reimbursement.

Please advise us on the final meeting date for the next TIZ board council meeting.



We appreciate your time and consideration of this request. Please do not hesitate to contact me with any questions or concerns. I can be reached directly at 512-328-3232 x 4505.

Sincerely,

DMA Development Company, LLC

A handwritten signature in blue ink, appearing to read "Janine Sisak", with a stylized flourish at the end.

Janine Sisak  
Senior Vice President/General Counsel

Cc: Cassandra Ramirez, Texas State Affordable Housing Corporation  
David Danenfelzer, Texas State Affordable Housing Corporation  
Justin Bailey, Maker Bros.

**Park on 14th  
Plano, TX**

	Qty	Unit	Unit Cost	TOTAL	
<b>WATER SYSTEMS</b>					
8" DR-18 WATER	68	LF	115.00	7,820.00	
6" DR-14 WATER	42	LF	90.00	3,780.00	
4" DR-14 WATER	79	LF	70.00	5,530.00	
12" X 8" TAPPING SLEEVE & VALVE	1	EA	10,800.00	10,800.00	
12" X 6" TAPPING SLEEVE & VALVE	2	EA	9,200.00	18,400.00	
12" X 4" TAPPING SLEEVE & VALVE	1	EA	8,100.00	8,100.00	
FIRE HYDRANT	2	EA	7,500.00	15,000.00	
8" Double Check	1	EA	26,000.00	26,000.00	
3" METER VAULT	1	EA	26,000.00	26,000.00	
2" CITY OF PLANO METER CAN	1	EA	4,500.00	4,500.00	
DUCTILE IRON FITTINGS	1	LS	4,300.00	4,300.00	
PAVING REMOVE & REPLACE	1500	SF	28.00	42,000.00	
TRAFFIC CONTROL	1	LS	2,400.00	2,400.00	
TESTING	1	LS	1,300.00	1,300.00	
TRENCH SAFETY	1	LS	800.00	800.00	
<b>SANITARY SEWER SYSTEMS</b>					
CONNECT TO EXISTING	1	LS	2,600.00	2,600.00	
PAVING REMOVE & REPLACE	400	SF	28.00	11,200.00	
<b>STORM SEWER SYSTEMS</b>					
21" RCP	60	LF	250.00	15,000.00	
12" PVC	65	LF	140.00	9,100.00	
PAVING REMOVE & REPLACE	1300	SF	28.00	36,400.00	
CONNECT TO EXISTING	2	EA	1,500.00	3,000.00	
TRAFFIC CONTROL	1	LS	2,400.00	2,400.00	
<b>PAVING</b>					
ROW PARKING - 5"	4300	SF	13.00	55,900.00	
ROW CURB & GITTER	80	LF	60.00	4,800.00	
APPROACHES	1300	SF	14.50	18,850.00	
5'SIDEWALKS	4100	SF	10.00	41,000.00	
BARRIER FREE RAMPS	8	EA	750.00	6,000.00	
PAVEMENTS MARKINGS	1	LS	3,400.00	3,400.00	
<b>LANDSCAPE</b>					
STREET TREES	7	EA	1,500.00	10,500.00	
MISC. LANDSCAPE	1	LS	6,500.00	6,500.00	
IRRIGATION	1	LS	6,500.00	6,500.00	
<b>FRANCHISE UTILITIES</b>					
ONCOR CONDUIT	690	LF	35.00	24,150.00	OWNER BUDGET
TRANSFORMER PADS	2	EA	3,100.00	6,200.00	OWNER BUDGET
CATV/FIBER CONDUIT	150	LF	35.00	5,250.00	OWNER BUDGET
CITY FEES				TBD	OWNER BUDGET
PERMIT FEES				TBD	OWNER BUDGET
ROW FEES				TBD	OWNER BUDGET
STREET CLOSURE FEES				TBD	OWNER BUDGET
INSPECTION FEES				TBD	OWNER BUDGET
CMT TESTING FEES (PUBLIC WORK)				TBD	OWNER BUDGET
DESIGN/CA FEES				TBD	OWNER BUDGET
SUBTOTAL				445,480.00	
6.00% GC'S				26,700.00	
2.00% OH				8,900.00	
6.00% PROFIT				26,700.00	
1.30% GL				5,800.00	
1.20% BOND				5,300.00	
TOTAL				518,880.00	

## EXHIBIT D

### Contractor's and Developer's Insurance Requirements

#### CITY OF PLANO GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

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

**All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.**

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

**Commercial General Liability Insurance** - (Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

**Commercial Automobile Liability** - (Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

**Workers' Compensation & Employer Liability** - (Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

**Professional Liability (E&O) Insurance**--(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

Minimum Limit of \$1,000,000 Each Claim and \$1,000,000 Aggregate

EXHIBIT E

Performance Bond

STATE OF TEXAS       §

§       **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF COLLIN    §

That \_\_\_\_\_ hereinafter called  
"Principal", and \_\_\_\_\_, a corporation  
organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed  
to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly  
bound unto the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter  
called "Beneficiary", in the penal sum of  
\_\_\_\_\_ **DOLLARS**

(\$\_\_\_\_\_) plus fifteen percent (15%) of the stated penal sum as an additional  
sum of money representing additional court expenses, attorneys' fees, and liquidated  
damages arising out of or connected with the below identified Contract in lawful money of the  
United States, to be paid in Collin County, Texas, for the payment of which sum well and truly  
to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly  
and severally, firmly by these presents. This Bond shall automatically be increased by the  
amount of any Change Order or Supplemental Agreement which increases the Contract  
price, but in no event shall a Change Order or Supplemental Agreement which reduces the  
Contract price decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Plano  
City Council approved the expenditure for the Project described below on the \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_, A.D. The Principal will enter into a certain written  
Contract with the Beneficiary, which will be made a part hereof by reference, for the  
construction of certain public improvements that are generally described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform and fulfill all  
of the undertakings, covenants, terms, conditions and agreements of said Contract in



accordance with the plans, specifications and contract documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of substantial completion in accordance with the Contract Documents in said Contract; and, if the Principal shall fully indemnify and save harmless the Beneficiary from all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The agent identified below is hereby designated by the Surety herein as the Resident Agent in Collin County or Denton County, Texas, or other Texas location as approved by Beneficiary, to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Section 3503.003.

**IN WITNESS WHEREOF**, this instrument is executed in counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:**

Address \_\_\_\_\_

Tel. No. \_\_\_\_\_

**ATTEST:**

**BY:** \_\_\_\_\_

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

\_\_\_\_\_

**SURETY:**

Address \_\_\_\_\_

Tel. No. \_\_\_\_\_

**ATTEST:**

**BY:** \_\_\_\_\_

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

\_\_\_\_\_

The Resident Agent of the Surety in Collin County or Denton County, Texas, or other Texas location as approved by Beneficiary, for delivery of notice and service of process is:

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

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

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

## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Building Inspections  
**DIRECTOR:** Selso Mata, Chief Building Official  
**AGENDA ITEM:** Article V, Noise, Chapter 14; Prohibiting Construction on Private Property  
**RECOMMENDED ACTION:** Adoption of Ordinances

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### **ITEM SUMMARY**

To repeal Ordinance No. 2023-6-3, codified as Article V, Noise, of Chapter 14, Offenses – Miscellaneous, of the City of Plano Code of Ordinances, and replacing it with a new Article V, Noise, of Chapter 14, Offenses – Miscellaneous, of the City of Plano Code of Ordinances; prohibiting construction on private property from 10:01 PM to 6:59 AM under certain circumstances; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. **Adopted Ordinance No. 2023-9-18**

### **BACKGROUND**

At the August 14, 2023 council meeting, City Council directed staff to consider adding back language to the noise ordinance that would prohibit construction in residential adjacent zones between the hours of 10:00 p.m. and 7:00 a.m.

The Noise Ordinance was revised in 2017 but did not include a specific prohibition for nighttime hours. The expectation of noise was set for nighttime with decibel level thresholds. However, as development trends change, construction near residential areas has led to more noise complaints in recent years.

Proposed are noise ordinance changes which will prohibit construction near residential areas.

Ordinance revisions include:

- Residential use definition
- Prohibit night time construction within 500-feet of a residential use
- Night time hours defined as 10:01 PM to 6:59 AM
- An allowance for night time construction if approved by the Building Official for public health, safety or welfare conditions

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

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

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

### **ATTACHMENTS:**

Description	Upload Date	Type
Noise Ordinance	9/19/2023	Ordinance

**An Ordinance of the City of Plano, Texas, repealing Ordinance No. 2023-6-3, codified as Article V, Noise, of Chapter 14, Offenses – Miscellaneous, of the City of Plano Code of Ordinances, and replacing it with a new Article V, Noise, of Chapter 14, Offenses – Miscellaneous, of the City of Plano Code of Ordinances; prohibiting construction on private property from 10:01 PM to 6:59 AM under certain circumstances; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date.**

**WHEREAS**, on June 12, 2023, the City Council of the City of Plano passed Ordinance No. 2023-6-3, codified as Article V, Noise, of Chapter 14, Offenses – Miscellaneous of the City of Plano Code of Ordinances; and

**WHEREAS**, staff believes, after review of the building codes and the provisions of Article V and receiving numerous complaints from Plano residents, that overnight construction on private property near a residential use detrimentally impacts the residents of those residential uses; and

**WHEREAS**, staff recommends repealing the current Noise Ordinance and replacing it with a new ordinance to include a prohibition on construction activity on private property within 500 feet of a residential district or residential use between the hours of 10:00 PM and 7:00 AM, except as may be authorized by the Building Official under special circumstances; and

**WHEREAS**, after consideration of the recommendation of staff and all matters attendant and related thereto, the City Council is of the opinion that it is in the best interest of the City and its citizens to repeal Ordinance No. 2023-6-3 codified as Article V, Noise, of Chapter 14, Offenses – Miscellaneous of the City of Plano Code of Ordinances and replace it with a new Article V, Noise, of Chapter 14, Offenses – Miscellaneous of the City of Plano Code of Ordinances.

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

**Section I.** Ordinance No. 2023-6-3, codified as Article V, Noise, of Chapter 14, Offenses – Miscellaneous of the City of Plano Code of Ordinances, is hereby repealed and replaced with a new Article V, Noise, of Chapter 14, Offenses – Miscellaneous of the City of Plano Code of Ordinances, to read as follows:

## **“ARTICLE V. – NOISE**

### **DIVISION 1. - GENERALLY**

#### **Sec. 14-85. - Definitions.**

Unless otherwise expressly stated, the following words, terms, and phrases shall have the following meanings when used in this article:

**Background noise** shall mean the all-encompassing sound associated with a given environment without contributions from a specific noise source.

**Commercial/Mixed-use** shall mean, for the purposes of this article, all non-residential and mixed-use zoning districts as outlined in the city's zoning ordinance, as amended, except for Light Industrial – 1 and Light Industrial – 2 districts.

**Construction** shall mean any phase of the on-site erection or removal, including, but not limited to, excavation, demolition, alteration, repair, or maintenance, of any building or structure, or associated landscaping or paving activities conducted on that site.

**Day or daytime** shall mean from 7:00 AM to 10:00 PM.

**Department** shall mean the City of Plano department(s) designated by the City Manager to enforce the requirements of this article.

**Entertainment Venue** shall mean an indoor or outdoor location where persons take part in entertainment, including, but not limited to, a concert hall, amphitheater, dance hall, auditorium, convention center, movie theater, bar, restaurant, or facility for performance of a play, film exhibition, poetry reading, live music, recorded music, or dance.

**Impulsive noise** shall mean any specific noise that contains successions of pulses or transients and if the sound level changes at a rate greater than 10 dB per second.

**Industrial** shall mean, for the purposes of this article, Light Industrial – 1 and Light Industrial – 2 districts as outlined in the city's zoning ordinance.

**Landscaping and lawn care** shall mean activities to establish, promote, control, and/or maintain a lawn or landscape for ornamentation or nonagricultural purpose, including, but not limited to, blowing planting seeding, sodding, removing, mowing, cutting, trimming, pruning, mulching, aerating, applying chemicals, or fertilizing trees, shrubs, flowers, grass, ground cover, leaves, and other flora.

**Night or nighttime** shall mean from 10:01 PM to 6:59 AM.

**Noise level** shall mean the A-weighted sound pressure level in decibels (dBA).

**Noise nuisance** shall mean any specific noise that is likely to cause unreasonable discomfort or distress to a reasonable person or to unreasonably interfere with the use or enjoyment of property.

**Owner** shall mean any Person with ownership, care, custody, or control over property.

**Person** shall mean any individual, corporation, association, firm, partnership or other entity with ownership, care, custody, or control over property.

**Residential** shall mean, for the purposes of this article, residential zoning districts as outlined in the city's zoning ordinance except for mixed-use districts.

**Residential use** shall mean the use of a building or portion of a building which is arranged, occupied or intended to be occupied as a living quarter of a household and includes facilities for food preparation, sleeping, and sanitation.

**Specific noise** shall mean any noise that is clearly distinguishable from the background noise, whether audibly or with a measuring device or instrument.

**Sound impact plan** means a plan required in connection with application for an entertainment venue permit.

**Sport shooting range** shall have the meaning in Sec. 250.001, Local Government Code.

#### **Sec. 14-86. – Offenses.**

- (a) It shall be an offense for any person to intentionally, knowingly, or recklessly make or cause to be made an unreasonable noise:
  - (1) in a public place, other than a sport shooting range; or
  - (2) on private property that the person has no right to occupy.
- (b) It shall be an offense for a person to intentionally, knowingly, or recklessly make, cause to be made, or allow a noise nuisance on property owned by him or subject to his care, custody or control.
- (c) It shall be an offense for a person to intentionally, knowingly, or recklessly conduct construction on private property within 500 feet of a residential area or a residential use during nighttime hours (10:01 PM to 6:59 AM).
- (d) The issuance of a certificate of occupancy, land occupancy permit, multiple pet permit, or other permit issued by City of Plano shall not be a defense to prosecution under this Article, unless otherwise expressly provided in this Article.

#### **Sec. 14-87. – Presumptions.**

- (a) A noise is presumed to be unreasonable and declared to be a noise nuisance if it meets any of the following criteria:

- (1) The noise directly or indirectly results in a specific noise level exceeding the maximum applicable noise level in the following table:

<b>Table 1: Maximum Specific Noise Levels</b>		
<b>Noise-receiving district</b>	<b>Timeframe</b>	
	<b>Day</b>	<b>Night</b>
	<b>7:00 AM to 10:00 PM</b>	<b>10:01 PM to 6:59 AM</b>
<b>Residential</b>	65 dB or 10 dB above the background noise level, whichever is lower	55 dB or 5 dB above the background noise level, whichever is lower
<b>Commercial/Mixed Use</b>	70 dB or 10 dB above the background noise level, whichever is lower	60 dB or 5 dB above the background noise level, whichever is lower
<b>Industrial</b>	75 dB or 10 dB above the background noise level, whichever is lower	65 dB or 5 dB above the background noise level, whichever is lower
<ul style="list-style-type: none"> <li>• If the background noise level exceeds the maximum permitted noise level indicated above, the background noise level shall be the maximum noise level.</li> <li>• 5 dB shall be subtracted from the maximum Noise Level where the Noise Level includes impulsive noise.</li> <li>• The most restrictive maximum Noise Level shall apply at the property where the noise is audible.</li> <li>• Noise may be measured where the noise is audible or where the alleged nuisance is received. Measurement location may be adjusted where line-of-site or elevation may pose a challenge in determining whether a nuisance exists.</li> </ul>		

- (2) *Amplification of sound for commercial advertising.* The noise is from the production or amplified reproduction of sound that is broadcast into a public place or upon a public street or highway for the purpose of commercial advertising or attracting the attention of the public to a building, structure, person, or event.
- (3) *General amplification of sound.* The noise is from the production or amplified reproduction of the human voice, and the sound is plainly audible on private property or for fifty (50) feet or more onto public property.
- (4) *Schools, courts, religious facilities, and hospitals.* The noise is:



- a. created in a public place or on a public street or highway adjacent to a school, institution of learning, religious facility, a court while in use, or adjacent to a hospital, and
  - b. reasonably likely to interfere with the workings of such institution or disturb or annoy a patient in the hospital, and
  - c. a sign indicating that a school, institution of learning, religious facility, court, or hospital is in the vicinity is posted so as to be visible to motorists, passengers, and pedestrians.
- (5) *Motor vehicles.* The noise is created by the operation of a motor vehicle that is not equipped with a muffler in good working condition that continuously operates to prevent excessive or unusual noise.
- (6) *Animals.* The noise is from an animal that
  - a. Is frequent or habitual in creating the noise so that it is disturbing to a reasonable person, whether the animal is contained at any public or private facility, a residence, or in a public place, and
  - b. Is under the care, custody or control of a Person.
- (b) An act is deemed to occur in a public place or on private property if it produces the prohibited noise or vibration in the public place or on private property, respectively.

**Sec. 14-88. – Vibration.**

It shall be an offense for any person to intentionally, knowingly, or recklessly make, cause to be made, or allow any unreasonable vibration. A vibration is presumed to be unreasonable if it is perceptible without use of an instrument on any affected property.

**Sec. 14-89. – Defenses.**

- (a) It shall be an affirmative defense to prosecution under this article that:
  - (1) The noise is immediately and reasonably necessary to prevent imminent threat of bodily injury, death, or loss of property.
  - (2) The noise is a reasonable result from a lawfully scheduled event in full compliance with all permits issued by the City and all other local, state, and federal laws, including, but not limited to:
    - a. A stadium or sporting event that takes place on public property;
    - b. School-sponsored event;

- c. A parade;
  - d. An event using a real or simulated cannon, firearm, gunfire, explosive, or pyrotechnic item;
  - e. An event, fun run, race, festival, fiesta, or concert that was sponsored or co-sponsored by the City; or
  - f. A special event as defined in the City of Plano Code of Ordinances.
- (3) The noise or vibration is produced by reasonably necessary construction or landscaping and lawn care-related activities on real or personal property, conducted at any point from 7:00 a.m. through 10:00 p.m., and the activity is in compliance with all other State and Federal laws and the City of Plano Code of Ordinances, and the noise does not directly or indirectly result in a specific noise level exceeding 85 dBA.
  - (4) The noise is produced by the operation of any heating, refrigeration, ventilation, air conditioning equipment or system, generator, or pool equipment, and the noise does not directly or indirectly result in a specific noise level exceeding 65 dBA on residential property or 75 dBA on commercial/mixed-use or industrial property.
  - (5) The noise is produced as part of a religious observance or service, provided the sound does not cumulatively exceed five minutes' duration in any one-hour period.
  - (6) The noise is produced by reasonable activities conducted in public parks, public playgrounds, or public or private school grounds, at any point from 7:00 a.m. through 10:00 p.m.
  - (7) The noise is produced by the lawful operation of a motor vehicle under the Texas Transportation Code.
  - (8) The noise or vibration is produced by the transportation, placement, filling, collection, or removal of a waste or recycling receptacle or container at any point from 7:00 a.m. through 10:00 p.m. in an area zoned for residential use or within three hundred (300) feet outside of an area zoned for residential use.
  - (9) The noise or vibration is produced by construction-related activity outside of the designated hours set forth in this article, and said activity has received written approval from the City, has been approved by a State or Federal authority, or is reasonably necessary due to an emergency.
  - (10) The noise is produced by a property that has received a variance from the noise standards in the Zoning Ordinance from the Board of Adjustment during the

development process and complies with all variance requirements and other local, state, and federal laws.

- (11) The noise is produced in compliance with a valid, City-issued Entertainment Venue Permit and in compliance with all other local, state, and federal laws.
- (12) The construction activity on private property during nighttime hours (10:01 PM to 6:59 AM) within 500 feet of a residential area or residential use was permitted by the Building Official pursuant to written approval due to urgent necessity in the interest of public safety or for other reasons determined by the Building Official to be necessary for the public health, safety, or welfare of the public.

#### **Sec. 14-90. – Applicability.**

This article shall not apply to noise created by emergency vehicles or equipment of the State, a political subdivision of the State, or a Federal agency.

### **DIVISION 2. – ENTERTAINMENT VENUE PERMITS**

#### **Sec. 14-91. – General.**

- (a) A permit is required under this subpart in order to exceed specific noise levels found in 14-87(a)(1) at entertainment venues and for application of a defense to prosecution pursuant to Sec. 14-89(a)(11).
- (b) No entertainment venue permit will be granted for use within residential districts as defined by this article or within 100 feet of property zoned as a residential district as defined by this article at the time of permit approval.
- (c) The department may issue a 3-year permit authorizing the exceedance of specific noise levels, subject to the requirements of this subpart.
- (d) The City Council shall have the power and the duty to review and approve, approve with conditions or deny applications for entertainment venue permits.

#### **Sec. 14-91.1. – Decibel Limits for Entertainment Venues.**

- (a) Unless a more restrictive decibel limit is required by a condition in an entertainment venue permit, or by another provision of this article, venues for which a permit has been issued may operate at the following decibel levels:
  - (1) In a commercial/mixed-use or industrial district, as defined by this article, daytime thresholds as prescribed in Section 14-87 between 10:00 p.m. and 11:59 p.m. on Friday, Saturday, or the night before New Year's Day.

- (b) A permit holder shall maintain records of noise measurement for each event for a minimum of three years after the event and must allow inspection of the records by the department upon request.

#### **Sec. 14-91.2. – Permit Application.**

- (a) A person seeking an entertainment venue permit or seeking to renew an entertainment venue permit must complete and submit to the department a complete permit application on a form provided by the department and the associated application fee.
  - (1) A permit must include the following for the applicant and all persons designated by the applicant as authorized representatives:
    - a. Legal name;
    - b. Phone number, address, and email address; and
    - c. Copy of government-issued identification with photo.
  - (2) A permit that has been approved shall be valid for a term of three years.
  - (3) The department shall extend the permit term to five years for persons who have not been issued a notice of violation relating to the conditions of the permit or requirements of this article during the permit term and have been in compliance for the duration of the permit with all other local, state, and federal laws related to noise.
- (b) A permit may not be transferred from one person to another person or from one entertainment venue to another.
- (c) Permit fees are non-refundable.
- (d) The department shall review and process fully completed permit applications for consideration by the Planning & Zoning Commission and City Council.

#### **Sec. 14-91.3. – Sound Impact Plan.**

- (a) A sound impact plan must be submitted to the department with the application for an entertainment venue permit.
  - (1) The sound impact plan must include the results of a sound study, including:
    - a. Noise impact to surrounding properties, as measured from the receiving property;

- b. Prescribed decibel levels and hours of operation;
  - c. Sound-mitigating design features;
  - d. Availability and use of decibel meters on site; and
  - e. Contact information and hours of availability for an individual responsible for sound.
- (2) Any other elements reasonably required by the department related to mitigation of noise impacts and provided to the applicant before the sound impact plan is prepared.
  - (3) A sound impact plan must be prepared by a professional acoustical consultant or acoustical engineer.
- (b) After a permit has been issued, the department may require modification of a sound impact plan if exceedances of decibel thresholds are documented and mitigation measures are needed as documented by a Notice of Violation.

**Sec. 14-91.4. – Notice of Application.**

- (a) Not later than the 14<sup>th</sup> day before the Planning and Zoning Commission meeting under Section 14-96, the department shall provide notice of application under this section. At the applicant's expense, notices shall be mailed to:
  - (1) The applicant; and
  - (2) Property owners within 500 feet and all known homeowner's associations within 1500 feet of the entertainment venue property boundaries included in the application.
- (b) Notice required under this section must:
  - (1) Describe the general nature of the application;
  - (2) Identify the applicant and the location of the site or property included in the application;
  - (3) Describe:
    - a. The venue and events anticipated; and
    - b. The size of the venue and its capacity;
  - (4) Provide contact information for the department; and

- (5) Describe how a person may submit comments on the application.

**Sec. 14-91.5. – Decision on Application and Renewal.**

- (a) The department, following review of a fully completed permit application, sound impact plan, and notification process, will provide a recommendation for approval, approval with conditions, or denial.
- (b) The Planning and Zoning Commission shall review the application and give recommendation for approval, approval with conditions, or denial.
- (c) A public hearing on an application decision shall be held at the earliest City Council meeting following Planning and Zoning Commission review, and for which notice of the hearing can be timely provided.
- (d) The City Council shall approve, approve with conditions or deny issuance of a permit for an entertainment venue. Application for permit renewal shall follow the process outlined in this section, except that a new sound impact plan may not be required by the department if the venue has not violated permit conditions or any other laws related to noise during the permit term.
- (e) In reviewing the application, the decision-making bodies shall consider:
  - (1) Whether the permit will unreasonably interfere with the right of neighbors to peaceable enjoyment of their property;
  - (2) Whether the permitted activity is suitable for the area where it will be located;
  - (3) If the mitigation measures appropriately consider the effect of the permit on surrounding properties; and
  - (4) Any other considerations related to health, safety and welfare.

**Sec. 14-91.6. – Revocation of a Permit.**

- (a) The department may revoke a permit if the permit holder or authorized representative has committed two or more noise-related violations or violated conditions of the permit within the previous 24 months at the property where the permit would apply.
- (b) The department shall provide notice of revocation. Notice shall be hand-delivered or delivered by certified and regular mail to the permit holder.
- (c) A permit holder may appeal a revocation by delivering a notice of appeal to the city's address, designated on the notice of revocation.

- (d) A notice of appeal is effective only if compliant with this article and delivered to the department not later than 10 business days after the date on the notice of revocation.
- (e) A notice of appeal must be on a form prescribed by the department.
- (f) The City Council shall hear the appeal at the next available scheduled meeting following seven days after the receipt of the notice of appeal, unless an extension is agreed to in writing by the permit holder and the department.
- (g) A revocation order is suspended during the pendency of an appeal under this section.
- (h) No permit will be issued to a person who owned, or who has had or had an ownership interest in, an entity that had its entertainment venue permit revoked under this chapter in the preceding twelve months.

### **DIVISION 3. - ENFORCEMENT**

#### **Sec. 14-91.7. - Enforcement.**

The City Manager or their designee shall have authority to enforce this article.

#### **Sec. 14-91.8. - Penalties.**

- (a) It shall be an offense to fail to comply with any provision of this article, and, upon conviction thereof, a person shall be punished by a fine in an amount not to exceed Five Hundred Dollars (\$500.00). Each day a violation occurs shall constitute a separate offense.
- (b) Repeat and Habitual Offenders.
  - (1) If it is shown on the trial of an offense under this article that the defendant has previously been finally convicted of an offense under this article, on conviction the person shall be punished by a fine of not less than \$300.00 and not to exceed \$500.00.
  - (2) If it is shown on the trial of an offense under this article that the defendant has previously been finally convicted of two offenses under this article, on conviction the person shall be punished by a fine of not less than \$400.00 and not to exceed \$500.00.
  - (3) This subsection applies only to a person finally convicted of a second or subsequent offense within three years of the date on which the most recent preceding offense was committed.



- (c) In addition to the penalties prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.”

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

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

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

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

**PASSED AND APPROVED** on the 26th day of September, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Budget  
**DIRECTOR:** Karen Rhodes-Whitley, Director of Budget and Research  
**AGENDA ITEM:** Ordinance Amending Water & Sewer Rates for FY 2023-24.  
**RECOMMENDED ACTION:** Adoption of Ordinances

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### **ITEM SUMMARY**

To amend Ordinance No. 2022-10-4 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to increase the fee schedules for water and sewer services effective October 1, 2023, and providing a repealer clause, a severability clause, a savings clause, and an effective date. **Adopted Ordinance No. 2023-9-19**

### **PREVIOUS ACTION/PRESENTATION**

The water & sewer rate increase was presented to City Council on Thursday, August 17, 2023 during the Budget Work Session.

### **BACKGROUND**

On the evening of Tuesday, September 26, 2023, the City Council is scheduled to adopt a 6% water and 3% sewer/wastewater rate increase effective October 1, 2023. The rate increase is the direct result of the North Texas Municipal Water District (NTMWD) contract cost increase passed on to the City of Plano. The increases will provide an additional \$9.7 million to cover the increased contract cost.

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

Approval of this item will increase water & sewer revenues by an estimated \$9,658,111 for FY 2023-24 compared to the FY 2022-23 Re-Estimate. The water & sewer rate increase is included in the FY 2023-24 Water & Sewer Budget.

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

### **ATTACHMENTS:**

Description	Upload Date	Type
Water & Sewer Rate Increase Ordinance	9/19/2023	Ordinance

**An Ordinance of the City of Plano, Texas, amending Ordinance No. 2022-10-4 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to increase the fee schedules for water and sewer services effective October 1, 2023, and providing a repealer clause, a severability clause, a savings clause, and an effective date.**

**WHEREAS**, on October 10, 2022, the City Council of the City of Plano enacted Ordinance No. 2022-10-4 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to amend the fee schedules for water and sewer services provided in the City; and

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

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

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

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

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

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

*Rates effective October 1, 2023*

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

- (1) Monthly sewer charges for residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the **winter quarter average calculations**.
  - a. Winter quarter averaging is a method for determining residential sewer use based on winter quarter averages from up to 3 consecutive winter periods. The winter average for each year is calculated based on the water consumption during a minimum of 3 billed winter months or the 3 lowest of the 4 billed winter months (December, January, February, and March).

- b. To determine the 3 year average, the calculated averages for each year will be combined and divided by 3.
  - c. Residential customers whose water account has been established for less than 3 winter periods will be assessed based on the period of average for 1 or 2 years.
  - d. Residential customers, whose water account has not been established for at least 3 billed months of the current winter period, will be charged based upon the average three-year residential winter quarter average citywide until an accurate winter average is available.
- (2) **All residential.** (Includes but is not limited to single family homes, individually metered multi-family units, patio homes, town homes and all other separately metered residential dwellings).
- a. Minimum charge.
    - 1. All meter sizes..... \$18.67
  - b. Consumption charges.
    - 1. First 1,000 gallons included in meter charge (minimum bill).
    - 2. All over 1,000 gallons (per 1,000 gallons) ..... \$7.39
  - c. There will be no sewer charges for water consumed through separately metered landscape irrigation systems.”

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

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

*Rates effective October 1, 2023*

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

- (1) **All non-residential.** (Includes but is not limited to commercial, schools, churches, homeowners associations, mobile home park, industrial, apartment complexes, cooling towers and any other non-residential use).
- a. Minimum charge
  - 1. Up to 3/4 inch ..... \$18.67
  - 2. 1 inch ..... 36.41
  - 3. 1 1/2 inch ..... 65.87
  - 4. 2 inch ..... 101.29

5. 3 inch .....	195.63
6. 4 inch .....	301.72
7. 6 inch .....	596.60
8. 8 inch .....	887.74
9. 10 inch .....	1,363.19

b. Consumption charges

1. First 1,000 gallons included in meter charge (minimum bill).
2. All over 1,000 gallons (per 1,000 gallons) ..... \$7.39

c. Maximum charge (cap) effective for commercial swimming pools is 12,000 gallons.

d. There will be no sewer charges for water consumed through separately metered landscape irrigation systems."

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

**"Sec. 21-147. Water charges.**

*Rates effective October 1, 2023*

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

a. Minimum charge.

1. Up to 3/4 inch.....	\$28.89
2. 1 inch.....	28.89
3. 1 1/2 inch.....	127.88
4. 2 inch.....	201.82

b. Consumption charges.

1. First 1,000 gallons included in meter charge (minimum bill).
2. 1,001 – 5,000 gallons (per 1,000 gallons)..... \$0.89
3. 5,001 – 20,000 gallons (per 1,000 gallons)..... 4.37
4. 20,001 – 40,000 gallons (per 1,000 gallons)..... 8.73
5. All over 40,000 gallons (per 1,000 gallons)..... 10.58

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

a. Minimum charge.

1. Up to 3/4 inch.....	\$28.89
2. 1 inch.....	65.29
3. 1 1/2 inch.....	127.88
4. 2 inch.....	201.82
5. 3 inch.....	398.95
6. 4 inch.....	620.96
7. 6 inch.....	1,237.30
8. 8 inch.....	1,976.89
9. 10 inch.....	2,839.98

b. Consumption charges.

1. First 1,000 gallons included in meter charge (minimum bill).
2. All over 1,001 gallons (per 1,000 gallons)..... \$4.37

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

a. Minimum charge.

1. Up to 3/4 inch.....	\$28.89
2a. 1 inch (Residential).....	28.89
2b. 1 inch (Commercial).....	65.29
3. 1 1/2 inch.....	127.88
4. 2 inch.....	201.82
5. 3 inch.....	398.95
6. 4 inch.....	620.96
7. 6 inch.....	1,237.30
8. 8 inch.....	1,976.89
9. 10 inch.....	2,839.98

b. Consumption charges.

1. First 1,000 gallons included in meter charge (minimum bill).
2. 1,001- 20,000 gallons (per 1,000 gallons)..... \$4.37
3. All over 20,000 gallons (per 1,000 gallons)..... \$8.73

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

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

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

**Section VII.** This Ordinance shall become effective October 1, 2023.

**PASSED AND APPROVED** on the 26th day of September, 2023.

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John B. Muns, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023

**DEPARTMENT:** Budget

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

Increase of the residential rate for Environmental Waste Services from \$19.60 to \$23.60 for 95 gallon cart service and from \$14.04 to \$16.89 for 68 gallon cart service.

**AGENDA ITEM:** The rate for an additional 95 gallon cart will increase from \$16.33 to \$19.66.

Furthermore, the Non-Franchisee commercial rate will increase from \$26.45 to \$30.45.

**RECOMMENDED ACTION:** Adoption of Ordinances

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### **ITEM SUMMARY**

To amend Ordinance No. 2022-10-5 codified as Section 18-32 of Article II, Collection Charges, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas, to increase the collection and disposal rates of: (1) 68 gallon and 95 gallon single-family and duplex containers and (2) 95 gallon containers for non-franchisee commercial customers; and providing a repealer clause, a severability clause, a savings clause, and an effective date. **Adopted Ordinance No. 2023-9-20**

### **PREVIOUS ACTION/PRESENTATION**

The Environmental Waste Services (EWS) residential rate increase was presented to City Council by NewGen Strategies & Solutions on Thursday, August 17, 2023 during the Budget Work Session.

### **BACKGROUND**

On the evening of Tuesday, September 26, 2023, the City Council is scheduled to adopt a residential rate increase for Environmental Waste Services, effective October 1, 2023. Increases to the overall cost of service is the direct result of the rate increase and will provide an additional \$4.8 million.

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

This item will add additional revenue to the Sustainability & Environmental Services FY 2023-24 and future years budgets with the projected revenue of \$4,839,425. These revenue increases are included in the FY 2023-24 Adopted Budget.

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

### **ATTACHMENTS:**

Description	Upload Date	Type
EWS Residential Rate Increase Ordinance	9/19/2023	Ordinance



**An Ordinance of the City of Plano, Texas, amending Ordinance No. 2022-10-5 codified as Section 18-32 of Article II, Collection Charges, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas, to increase the collection and disposal rates of: (1) 68 gallon and 95 gallon single-family and duplex containers and (2) 95 gallon containers for non-franchisee commercial customers; and providing a repealer clause, a severability clause, a savings clause, and an effective date.**

**WHEREAS**, on October 10, 2022, the City Council of the City of Plano enacted Ordinance No. 2022-10-5 codified as Section 18-32 of Article II, Collection Charges, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas, establishing a schedule of rates and charges for the collection and disposal of solid waste from residential and commercial customers within and outside the City; and

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

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

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

**Section I.** Ordinance No. 2022-10-5 passed and approved by the City Council of the City of Plano, Texas, on October 10, 2022 and codified as Section 18-32 of Article II, Collection Charges, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas, is hereby amended to read as follows:

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

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

- (1) Residential rates. To provide an economic incentive for recycling, the City of Plano has implemented a variable rate system that charges residential and non-franchisee commercial customers based on the size of their residential solid waste container, as follows:
  - a. Single-family residence utilizing a 95-gallon residential solid waste container: \$23.60 per month

- b. Single family residence utilizing a 68-gallon residential solid waste container: \$16.89 per month
  - c. Duplex, per unit: \$23.60 per month
- (2) Non-Franchisee commercial rate per month \$30.45
- (3) Non-Franchisee commercial customers generating no more solid waste than can be contained in one City provided ninety-five (95) gallon residential solid waste container per week may receive collection from the Environmental Waste Services Division. This service may also be available to those non-franchisee commercial customers whose physical location prohibits the use of two cubic yard or larger containers.
- (4) Downtown Non-Franchisee Commercial Customers. Special collection services are provided to downtown non-franchisee commercial customers in the following categories: small generator, medium generator, and large generator. The rates and charges associated with these services are determined by the Environmental Waste Services Division.
- (5) All other commercial customers, regardless of the amount generated, shall be serviced only by the City's authorized commercial contractor. Mobile homes and trailer parks shall also be serviced by the City's authorized commercial contractor, either by container or through the collection of disposable containers.
- (6) Residential and non-franchisee commercial customers requesting additional bulky waste collections, over and above the one bulky waste collection per month, shall be charged a minimum of twenty dollars (\$20.00) per collection or ten dollars (\$10.00) per cubic yard, whichever is greater. Volume of the bulky waste collection will be based on the dimensions of the pile as estimated by the Director or their designee.
- (7) If a residential or non-franchisee commercial account serviced by the City shall continually generate more solid waste than can be placed in one 95-gallon residential container on a weekly basis, an additional container shall be obtained from the City. That residential or non-franchisee commercial account will be charged an additional nineteen dollars and sixty-six cents (\$19.66) per month for each additional container plus a fifteen-dollar (\$15.00) delivery fee for each additional 95-gallon containers.
- (8) If any residential container is lost or damaged beyond repair as a result of the occupant's neglect or misuse, the Director of Public

Works or his/her designee will determine the replacement fee based on the current cost of a replacement container from the vendor. A fifteen-dollar (\$15.00) delivery fee will also be charged.

- (9) The type of solid waste collection service for new customers shall be determined by the Director of Public Works or his/her designee, in accordance with the requirements of this section.
- (10) Upon approval from the Director of Public Works or his/her designee and in accordance with the guidelines for providing service to undeveloped areas, the City shall provide solid waste collection service to property within the City that has not previously received such services. Once a previously un-served area within the City is approved for service, all residential customers in such area shall receive collection services by the Environmental Waste Services Division and shall pay solid waste collection and disposal rates in accordance with this section.
- (11) The delivery fee for compost and compost-related products is hereby established at fifty dollars (\$50.00). A minimum order of three (3) cubic yards is required.
- (12) *Reserved.*
- (13) *Reserved.*

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

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

**Section II.** The rates in Section 18-32 established pursuant to this Ordinance shall be effective for all billings incurred on and after October 1, 2023.

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

**Section IV.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are

severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

**Section VI.** This Ordinance shall become effective October 1, 2023.

**PASSED AND APPROVED** on the 26<sup>th</sup> day of September, 2023.

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John B. Muns, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Engineering-Transportation  
**DIRECTOR:** B. Caleb Thornhill, P.E., Director of Engineering  
**AGENDA ITEM:** Establishes no parking zones along sections of the east, west, and south sides of Rigsbee Drive  
**RECOMMENDED ACTION:** Adoption of Ordinances

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### **ITEM SUMMARY**

To amend Section 12-101, Prohibited on certain streets at all times, Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to establish no parking zones along sections of the east, west, and south sides of Rigsbee Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2023-9-21**

### **BACKGROUND**

Rigsbee Drive is a thirty-six-foot-wide collector street with apartments on the east and north sides and a residential neighborhood and commercial businesses on the west and south sides.

Apartment residents continuously park their vehicles on both sides of Rigsbee Drive instead of utilizing on-site parking lots, thus obstructing sight distance and creating ingress and egress safety issues for residents and businesses on the west side of the street.

The Transportation Engineering Division evaluated this location, concurs with the ingress/egress safety concerns, and recommends an amendment to a certain section of the Code of Ordinances to expand the existing no parking zones along and upon the east, west, and south sides of Rigsbee Drive.

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

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

Approval of this item to establish no parking zones along certain sections of Rigsbee Drive supports the City's Strategic Plan Critical Success Factor of Safe, Vibrant Neighborhoods.

### **ATTACHMENTS:**

Description	Upload Date	Type
Ordinance	9/14/2023	Ordinance
Map	9/13/2023	Map

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

**WHEREAS**, Rigsbee Drive is a thirty-six-foot-wide collector street with apartments on the east and north sides and a residential neighborhood and commercial businesses on the west and south sides; and

**WHEREAS**, apartment residents continuously park their vehicles on both sides of Rigsbee Drive instead of utilizing on-site parking lots, thus obstructing sight distance and creating ingress and egress safety issues for residents and businesses on the west side of the street; and

**WHEREAS**, the Transportation Engineering Division evaluated this location, concurs with the ingress/egress safety concerns, and recommends an amendment to a certain section of the Code of Ordinances to expand the existing no parking zones along and upon the east, west, and south sides of Rigsbee Drive.

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

**Section I.** It shall be unlawful for any person to stop, stand, or park a motor vehicle along certain sections of Rigsbee Drive described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

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

*“Rigsbee Drive:*

- (1) 7:30 a.m. to 3:30 p.m. along the west side of Rigsbee Drive from 17th Street/Janet Way and continuing to a point fifty (50) feet south of Kentfield Lane.
- (2) Along the east side of Rigsbee Drive from its intersection with 14<sup>th</sup> Street to an alley one hundred twenty-five (125) feet south of 14<sup>th</sup> Street.
- (3) Along the west/south sides of Rigsbee Drive from its intersection with 14<sup>th</sup> Street to a point seven hundred (700) feet east of its intersection with Sherrye Drive.”

**Section III.** All provisions of the Ordinances of the City of Plano, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncoded, 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.** 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.** The repeal of any Ordinance or part of an Ordinance effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

**Section VII.** This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs have been installed.

**PASSED AND APPROVED** on the 26<sup>th</sup> day of September, 2023.

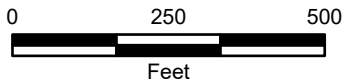
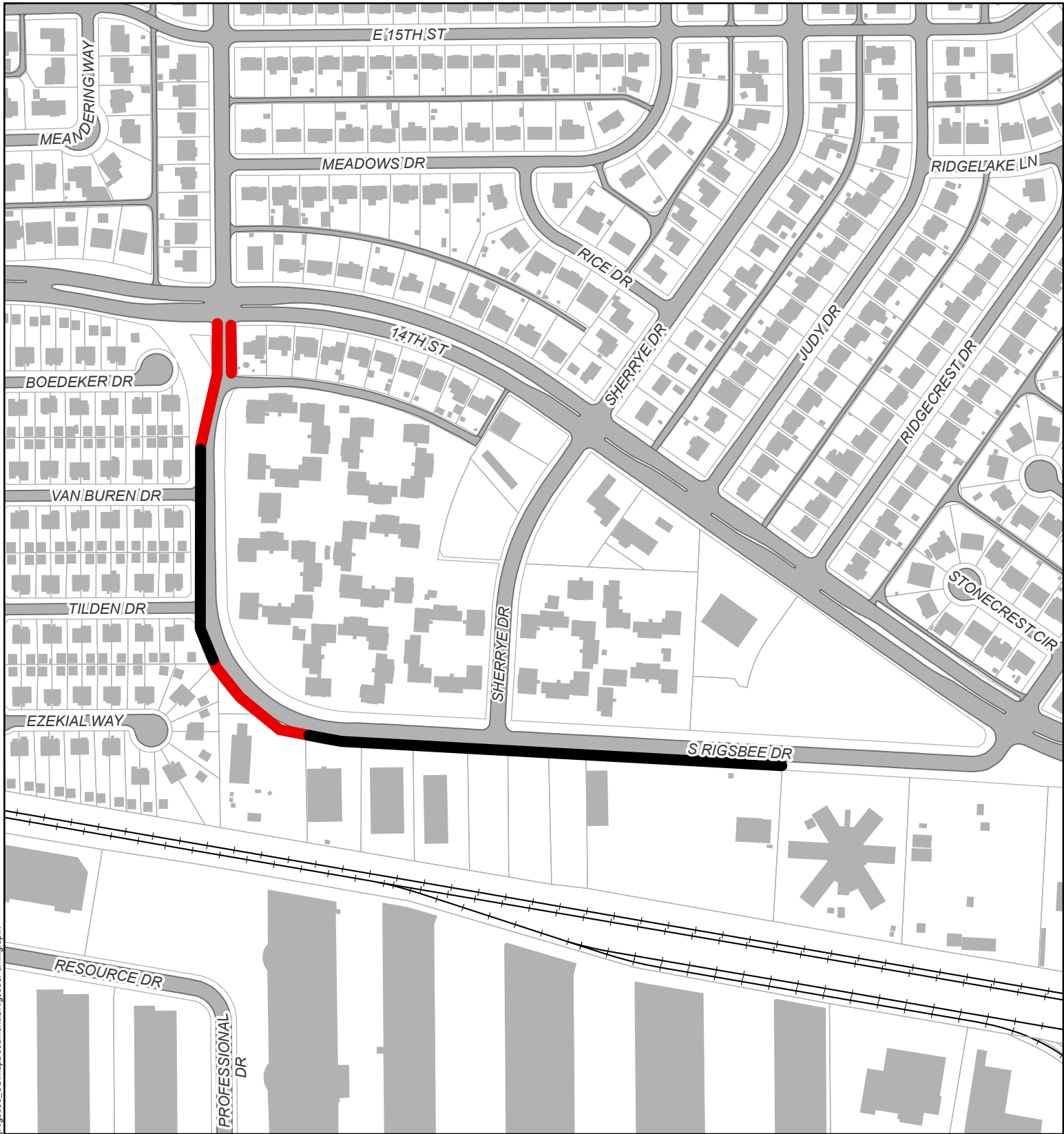
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John B. Muns, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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



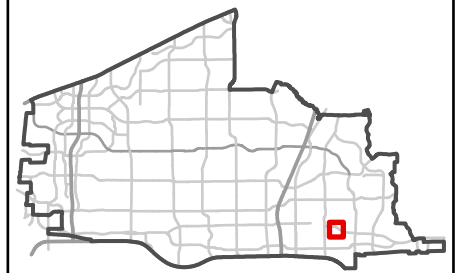
City of Plano BI-GIS Division  
August 2023

## Consideration for Parking Restriction on

### Rigsbee Drive

- █ Proposed No Parking Any Time Zone
- █ Existing No Parking Any Time Zone

## Project Location





## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Engineering-Transportation  
**DIRECTOR:** B. Caleb Thornhill, P.E., Director of Engineering  
**AGENDA ITEM:** Establishes no parking zones along sections of the east and west sides of Talbert Drive  
**RECOMMENDED ACTION:** Adoption of Ordinances

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### **ITEM SUMMARY**

To amend Section 12-101, Prohibited on certain streets at all times, Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to establish no parking zones along sections of the east and west sides of Talbert Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2023-9-22**

### **BACKGROUND**

Talbert Drive is a thirty-six-foot-wide collector street with a charter school at the end of the cul-de-sac and commercial businesses along both sides of the street.

During school drop-off and pick-up times, a carpool line for the charter school queues up on Talbert Drive and Mapleshade Lane due to insufficient stacking on site.

With the presence of on-street parking along either side of the street, the carpool line impedes the flow of traffic as well as ingress/egress for businesses along the street.

The Transportation Engineering Division evaluated this location and recommends an amendment to a certain section of the Code of Ordinances to establish no parking zones along sections of the east and west sides of Talbert Drive.

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

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

Approval of this item to establish no parking zones along certain sections of Talbert Drive supports the City's Strategic Plan Critical Success Factor of Safe, Vibrant Neighborhoods.

### **ATTACHMENTS:**

Description	Upload Date	Type
Ordinance	9/18/2023	Ordinance
Map	9/13/2023	Map

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

**WHEREAS**, Talbert Drive is a thirty-six-foot-wide collector street with a charter school at the end of the cul-de-sac and commercial businesses along both sides of the street; and

**WHEREAS**, during school drop-off and pick-up times, a carpool line for the charter school queues up on Talbert Drive and Mapleshade Lane due to insufficient stacking on site; and

**WHEREAS**, with the presence of on-street parking along either side of the street, the carpool line impedes the flow of traffic as well as ingress/egress for businesses along the street; and

**WHEREAS**, the Transportation Engineering Division evaluated this location and recommends an amendment to a certain section of the Code of Ordinances to establish no parking zones along sections of the east and west sides of Talbert Drive.

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

**Section I.** It shall be unlawful for any person to stop, stand, or park a motor vehicle along certain sections of Talbert Drive described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

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

*“Talbert Drive:*

- (1) Along the east side of Talbert Drive from the top of the cul-de-sac to a point two hundred fifty (250) feet north of Mapleshade Lane.
- (2) Along the west side of Talbert Drive from the top of the cul-de-sac to a point three hundred (300) feet north of Mapleshade Lane.”

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

**Section VII.** This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs have been installed.

**PASSED AND APPROVED** on the 26<sup>th</sup> day of September, 2023.

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John B. Muns, MAYOR

ATTEST:

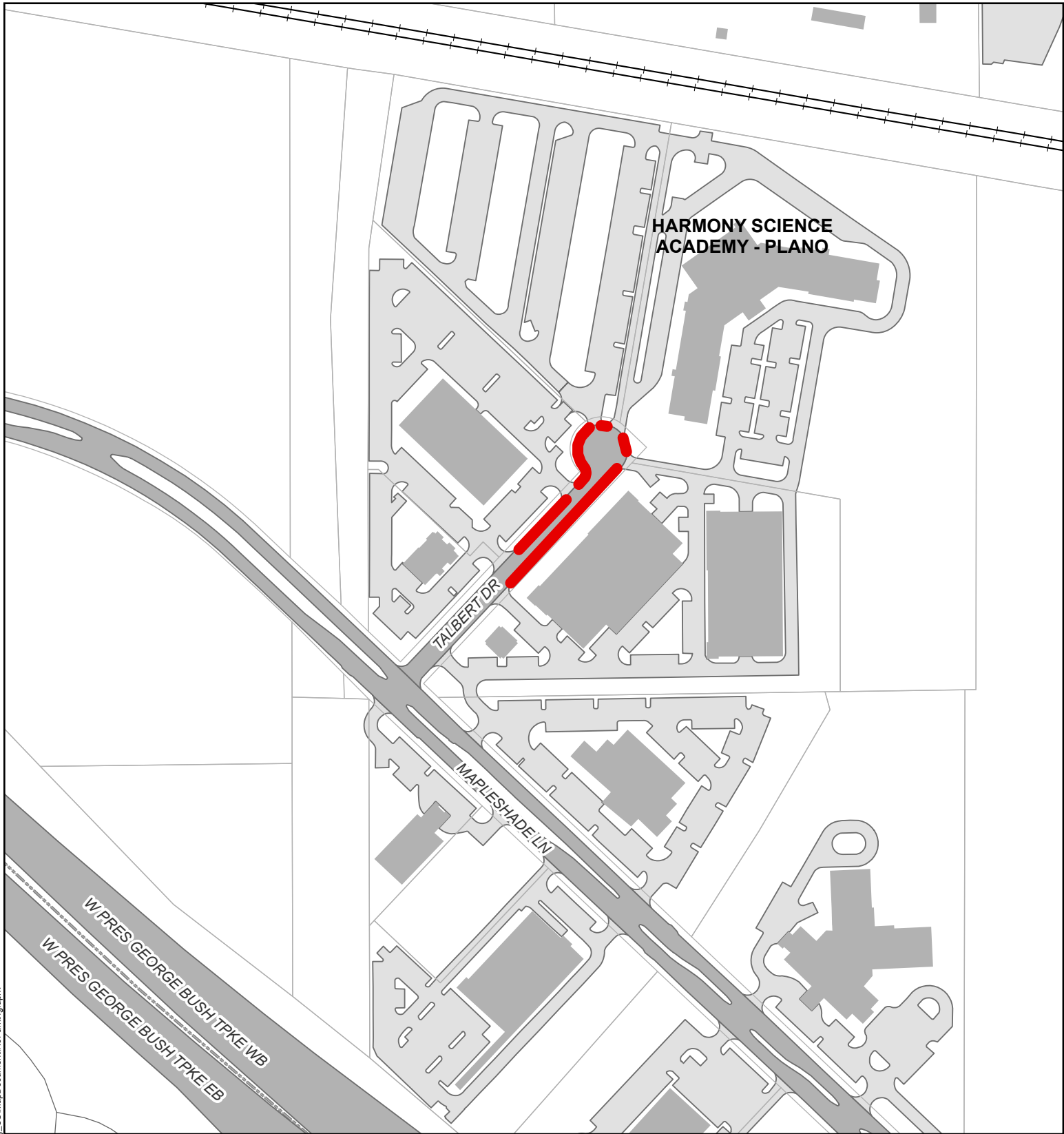
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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY



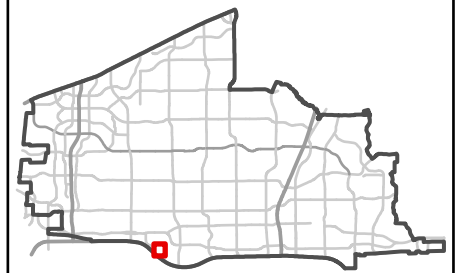
City of Plano BI-GIS Division  
September 2023

## Consideration for Parking Restriction on

### Talbert Dr

 Proposed No Parking Any Time Zone

## Project Location



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Engineering-Transportation  
**DIRECTOR:** B. Caleb Thornhill, P.E., Director of Engineering  
**AGENDA ITEM:** Establishes no parking zones along the north and south sides of Grafton Lane  
**RECOMMENDED ACTION:** Adoption of Ordinances

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### **ITEM SUMMARY**

To amend Section 12-101, Prohibited on certain streets at all times, Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to establish no parking zones along the north and south sides of Grafton 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. 2023-9-23**

### **BACKGROUND**

Grafton Lane is a twenty-four-foot-wide residential street with a hike and bike trail on the north side and a senior apartment complex on the south side.

When vehicles are parked along both sides of the street, it impedes flow of traffic and sight distance of pedestrians who cross at the intersection of Grafton Lane and Hermosa Drive.

The Transportation Engineering Division evaluated this location and recommends an amendment to a certain section of the Code of Ordinances to establish no parking zones along the north and south sides of Grafton Lane.

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

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

Approval of this item to establish no parking zones along certain sections of Grafton Lane supports the City's Strategic Plan Critical Success Factor of Safe, Vibrant Neighborhoods.

### **ATTACHMENTS:**

Description	Upload Date	Type
Ordinance	9/19/2023	Ordinance
Map	9/13/2023	Map

**An Ordinance of the City of Plano, Texas amending Section 12-101, Prohibited on certain streets at all times, Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to establish no parking zones along the north and south sides of Grafton 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**, Grafton Lane is a twenty-four-foot-wide residential street with a hike and bike trail on the north side and a senior apartment complex on the south side; and

**WHEREAS**, when vehicles are parked along both sides of the street, it impedes flow of traffic and sight distance of pedestrians who cross at the intersection of Grafton Lane and Hermosa Drive; and

**WHEREAS**, the Transportation Engineering Division evaluated this location and recommends an amendment to a certain section of the Code of Ordinances to establish no parking zones along the north and south sides of Grafton Lane.

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

**Section I.** It shall be unlawful for any person to stop, stand, or park a motor vehicle along Grafton Lane, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

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

*“Grafton Lane:*

- (1) Along the north side of Grafton Lane from its intersection with Ohio Drive to a point six hundred twenty (620) feet west of its intersection with Ohio Drive.
- (2) Along the south side of Grafton Lane from its intersection with Ohio Drive to a point six hundred ten (610) feet west of its intersection with Ohio Drive.”

**Section III.** All provisions of the Ordinances of the City of Plano, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncoded, 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.** 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.** The repeal of any Ordinance or part of an Ordinance effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

**Section VII.** This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs have been installed.

**PASSED AND APPROVED** on the 26<sup>th</sup> day of September, 2023.

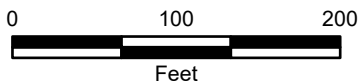
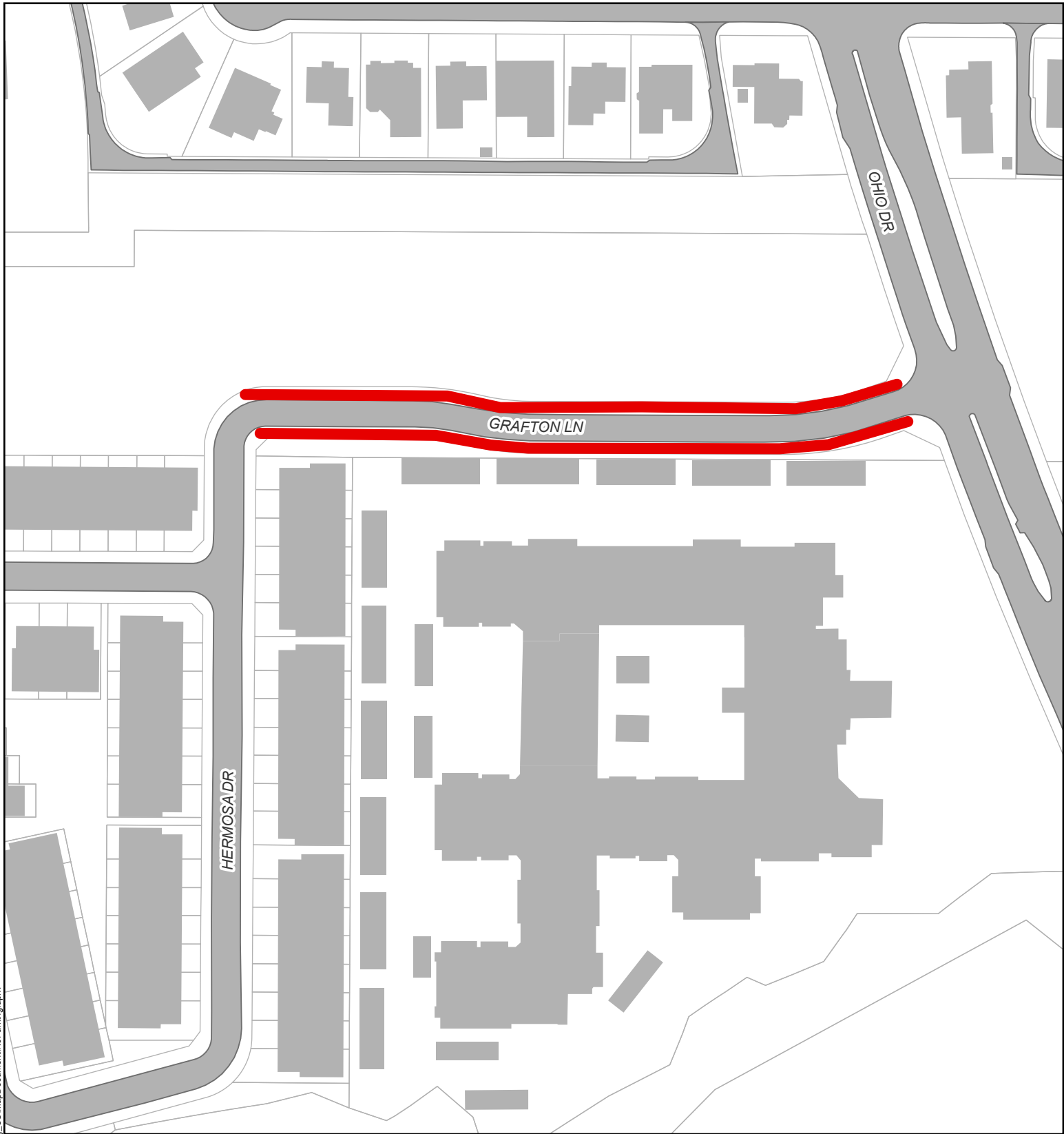
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John B. Muns, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

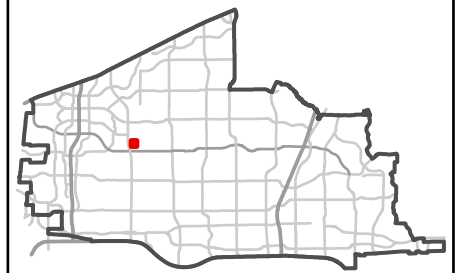


## Consideration for Parking Restriction on

### Grafton Ln

 Proposed No Parking Any Time Zone

### Project Location





## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023  
**DEPARTMENT:** Engineering-Transportation  
**DIRECTOR:** B. Caleb Thornhill, P.E., Director of Engineering  
**AGENDA ITEM:** Extends existing no parking zone along the west side of Puma Road north to Felix Drive  
**RECOMMENDED ACTION:** Adoption of Ordinances

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### **ITEM SUMMARY**

To amend Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to extend the existing no parking zone along the west side of Puma Road north to Felix Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2023-9-24**

### **BACKGROUND**

Puma Road is a twenty-six-foot-wide L-shaped residential street with Moore Drive on the north end and R Avenue on the south end, which intersects with Felix Drive two hundred fifty feet south of its intersection with Puma Road and Moore Drive.

The Police Department received a request from the Parks Maintenance Supervisor to evaluate the street for large tractor access on Puma Road when a line of parked vehicles occupy each side of the street.

The Transportation Engineering Division reached out to the home owner of 1920 Felix Drive and she supports the extension of the parking restriction along Puma Road.

The Engineering Department recommends an amendment to a certain section of the Code of Ordinances to extend the existing no parking zone along the west side of Puma Road north to Felix Drive, within the city limits of the City of Plano in order to ensure safe passage of emergency vehicles.

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

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

Approval of this item to establish no parking zones along certain sections of Puma Road supports the City's Strategic Plan Critical Success Factor of Safe, Vibrant Neighborhoods.

### **ATTACHMENTS:**

Description	Upload Date	Type
Ordinance	9/19/2023	Ordinance
Map	9/13/2023	Map

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

**WHEREAS**, Puma Road is a twenty-six-foot-wide L-shaped residential street with Moore Drive on the north end and R Avenue on the south end, which intersects with Felix Drive two hundred fifty feet south of its intersection with Puma Road and Moore Drive; and

**WHEREAS**, the Police Department received a request from the Parks Maintenance Supervisor to evaluate the street for large tractor access on Puma Road when a line of parked vehicles occupy each side of the street; and

**WHEREAS**, the Transportation Engineering Division reached out to the home owner of 1920 Felix Drive and she supports the extension of the parking restriction along Puma Road; and

**WHEREAS**, the Engineering Department recommends an amendment to a certain section of the Code of Ordinances to extend the existing no parking zone along the west side of Puma Road north to Felix Drive, within the city limits of the City of Plano in order to ensure safe passage of emergency vehicles.

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

**Section I.** It shall be unlawful for any person to stop, stand, or park a motor vehicle along certain sections of Puma Road described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

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

*“Puma Road:*

- (1) Along both sides from its intersection with Avenue R to a point where Puma Road makes a ninety-degree turn.
- (2) Along west side of Puma Road from a point where Puma Road makes a 90 degree turn to Felix Drive.”

**Section III.** All provisions of the Ordinances of the City of Plano, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all

other provisions of the Ordinances of the City of Plano, codified or uncoded, 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.** 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.** The repeal of any Ordinance or part of an Ordinance effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

**Section VII.** This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs and pavement markings have been installed.

**PASSED AND APPROVED** on the 26th day of September, 2023.

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John B. Muns, MAYOR

ATTEST:

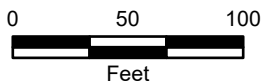
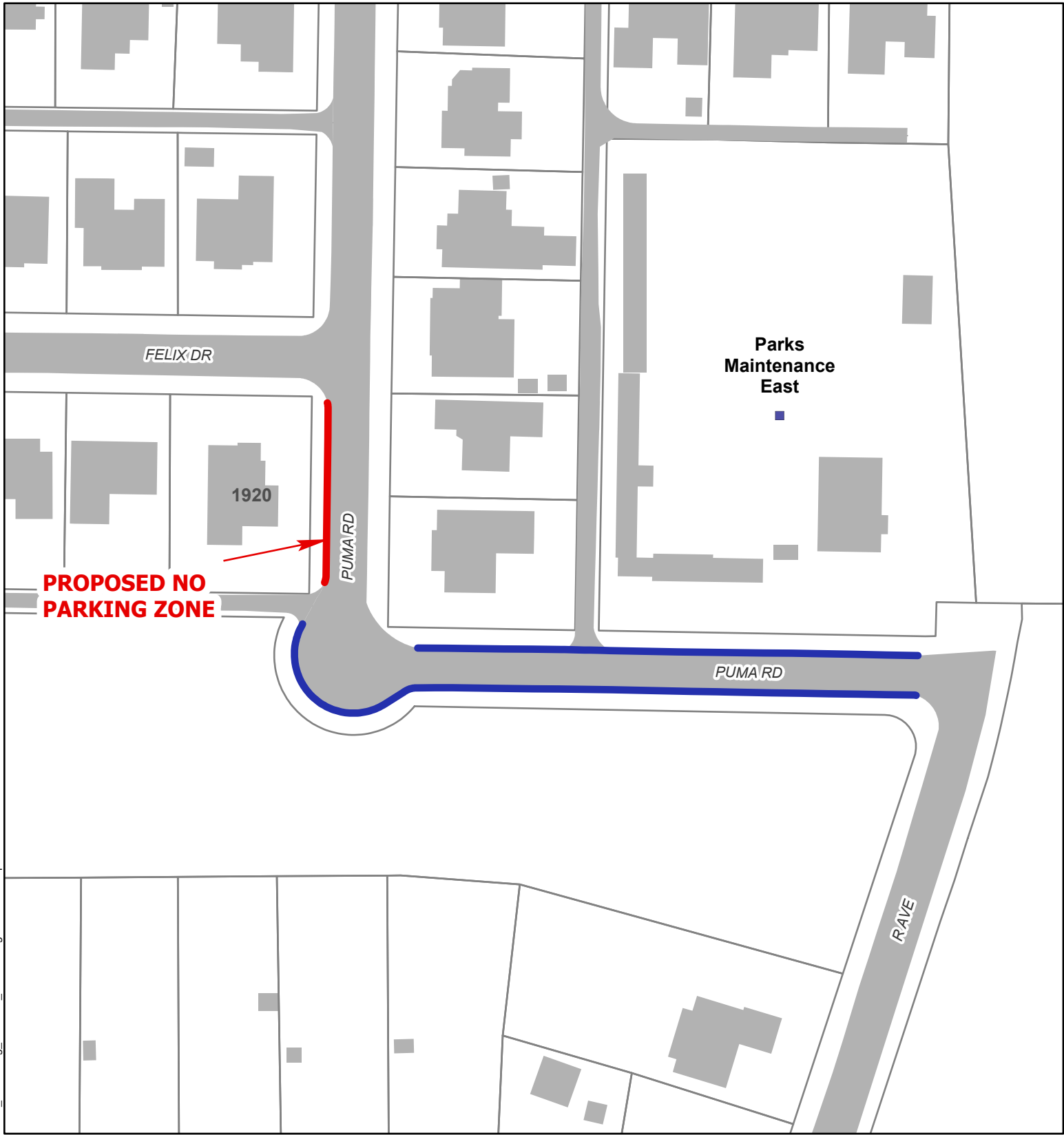
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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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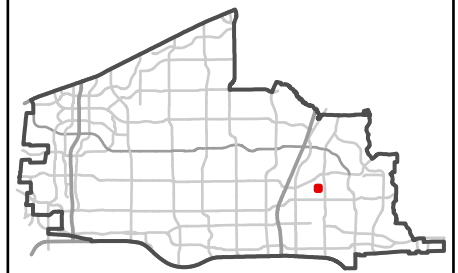
Paige Mims, CITY ATTORNEY



## CONSIDERATION FOR PARKING RESTRICTION FOR PUMA ROAD

 Existing Parking Restriction

### Project Location



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 9/26/2023

**DEPARTMENT:** Engineering-Transportation

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

**AGENDA ITEM:** Lowering the prima facie maximum speed limit from fifty-five (55) miles per hour to forty-five (45) miles per hour on Preston Road (State Highway 289) approximately 1,200 feet north of Legacy Drive to its intersection with State Highway 121

**RECOMMENDED ACTION:** Adoption of Ordinances

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### **ITEM SUMMARY**

To amend Section 12-74(b), Maximum Limits on Specific Streets, of Article IV, Speed, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to lower the prima facie maximum speed limit from fifty-five (55) miles per hour to forty-five (45) miles per hour on Preston Road (State Highway 289) approximately 1,200 feet north of Legacy Drive to its intersection with State Highway 121, 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. 2023-9-25**

### **BACKGROUND**

On February 13, 1989 by Ordinance No. 89-2-7, the City Council of the City of Plano set the prima facie maximum speed limit at fifty-five (55) miles per hour on Preston Road (State Highway 289) approximately 1,200 feet north of Legacy Drive to its intersection with State Highway 121, and such Ordinance was codified as subsection "Preston Road (State Highway 289)" of Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano.

Section 545.356 of the Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway.

Based on a traffic engineering study, the Texas Department of Transportation requested that the City of Plano adopt an Ordinance to decrease the prima facie maximum speed limit on Preston Road (State Highway 289) approximately 1,200 feet north of Legacy Drive to its intersection with State Highway 121.

The Transportation Engineering Division of the City of Plano reviewed the study and determined that the proposed reduction in the prima facie maximum speed limit is warranted and proposes to amend a certain section of the Code of Ordinances to lower the prima facie maximum speed limit for the said section of Preston Road (State Highway 289).

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

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

Approval of this item to revise the speed limit along Preston Road supports the City's Strategic Plan Critical Success Factor of Safe, Vibrant Neighborhoods.

**ATTACHMENTS:**

Description	Upload Date	Type
Ordinance	9/18/2023	Ordinance
Map	9/13/2023	Map

**An Ordinance of the City of Plano, Texas, amending Section 12-74(b), Maximum Limits on Specific Streets, of Article IV, Speed, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to lower the prima facie maximum speed limit from fifty-five (55) miles per hour to forty-five (45) miles per hour on Preston Road (State Highway 289) approximately 1,200 feet north of Legacy Drive to its intersection with State Highway 121, 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**, on February 13, 1989 by Ordinance No. 89-2-7, the City Council of the City of Plano set the prima facie maximum speed limit at fifty- five (55) miles per hour on Preston Road (State Highway 289) approximately 1,200 feet north of Legacy Drive to its intersection with State Highway 121, and such Ordinance was codified as subsection "Preston Road (State Highway 289)" of Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano; and

**WHEREAS**, Section 545.356 of the Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

**WHEREAS**, based on a traffic engineering study, the Texas Department of Transportation requested that the City of Plano adopt an Ordinance to decrease the prima facie maximum speed limit on Preston Road (State Highway 289) approximately 1,200 feet north of Legacy Drive to its intersection with State Highway 121; and

**WHEREAS**, the Transportation Engineering Division of the City of Plano reviewed the study and determined that the proposed reduction in the prima facie maximum speed limit is warranted and proposes to amend a certain section of the Code of Ordinances to lower the prima facie maximum speed limit for the said section of Preston Road (State Highway 289).

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

**Section I.** The following prima facie maximum speed limits hereafter indicated for motor vehicles are hereby determined and declared to be reasonable and safe, and such maximum speed limits are hereby fixed at the rate of speed indicated for motor vehicles traveling upon the named streets or highways or parts thereof. No motor vehicle shall be operated along or upon said portions of said named streets or highways within the

incorporated limits of the City of Plano in excess of the speeds now set forth in the following limits.

**Section II.** Subsection entitled “Preston Road (State Highway 289)” of Section 12-74(b), Maximum Limits on Specific Streets, of Article IV, Speed, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances, City of Plano, Texas, is hereby amended to read as follows:

*“Preston Road (State Highway 289):*

- (1) Forty-five (45) miles per hour along and upon Preston Road from south city limit to its intersection with State Highway 121.”

**Section III.** The Traffic Engineer of Plano is hereby authorized to cause placement or removal of traffic control signs along the portions of the roadways described herein, and such signs shall give notice to all persons of the prima facie maximum speed limits.

**Section IV.** All provisions of the ordinances of the City of Plano, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, except that an ordinance of the City establishing a school zone and speed limit therefore within the zones changed herein, shall not be repealed but shall prevail over this Ordinance. All other provisions of the Ordinances of the City of Plano, codified or uncoded, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

**Section VI.** 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 TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

**Section VII.** 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 VIII.** This Ordinance shall become effective from and 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 26th day of September, 2023.

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John B. Muns, MAYOR

ATTEST:

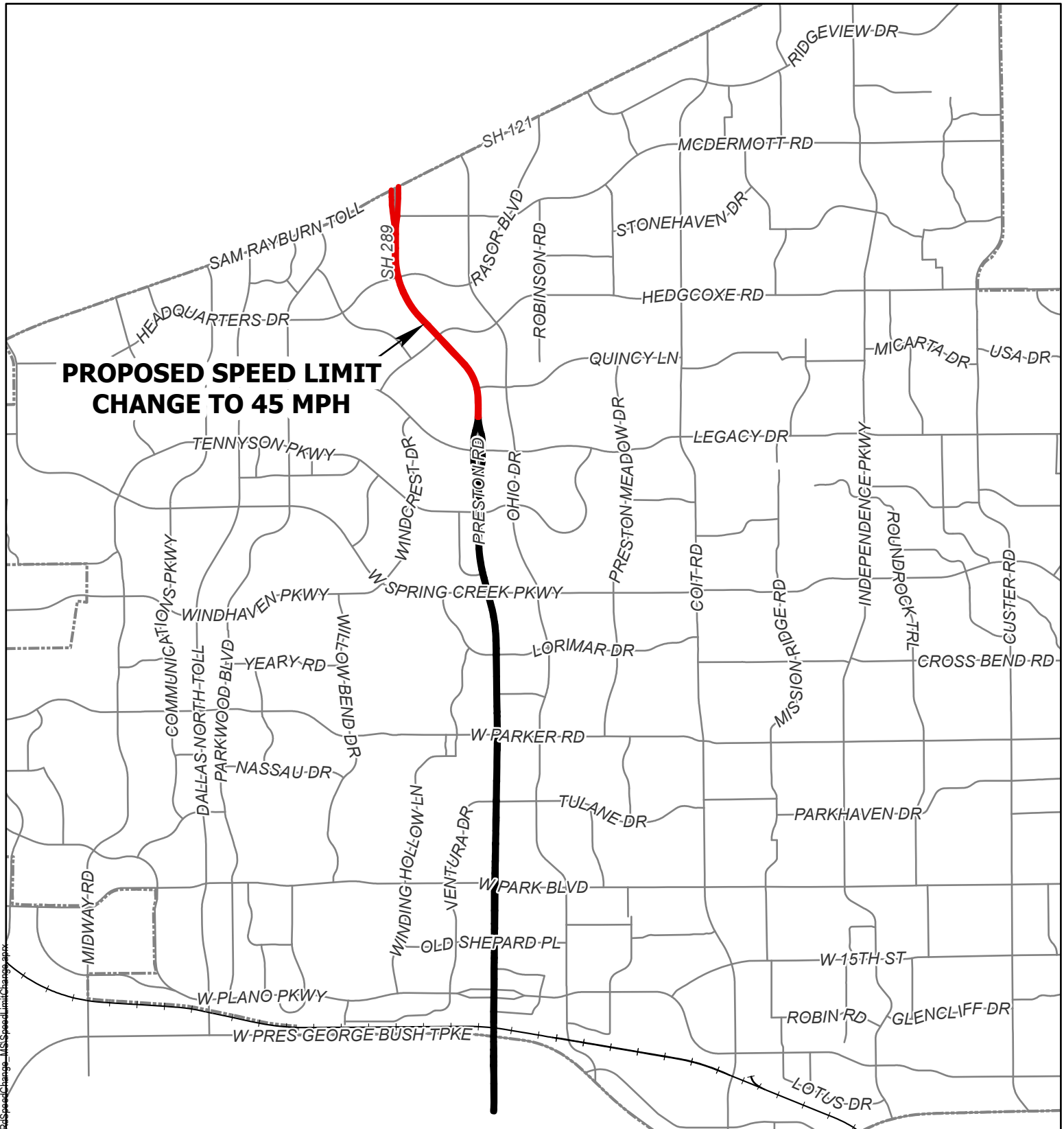
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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY



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Miles



City of Plano BI-GIS Division  
September 2023

## PRESTON ROAD PROPOSED SPEED LIMIT CHANGE

- Existing Speed Limit: 55 MPH (Proposed 45 MPH)
- Existing Speed Limit: 45 MPH

### Project Location

