



CITY COUNCIL

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

DATE: October 14, 2024

TIME: 7:00 PM

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

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

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

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

CALL TO ORDER

INVOCATION: Pastor Adeola Michael - Christ Embassy Plano

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE

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

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

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 23, 2024
Approved

Approval of Expenditures

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

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

Purchase from an Existing Contract

- (c) To approve the purchase of twenty-nine (29) Chevrolet Tahoe Police Pursuit Vehicles (PPV) in the amount of \$1,581,521 from Lake Country Chevrolet through an existing contract; and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 210907) **Approved**
- (d) To approve the purchase of OKTA licensing and support for the City of Plano's Single Sign-On (SSO) and Multi-Factor Authentication (MFA) solution for City user and Customer accounts in the estimated amount of \$423,710 from CyberOne through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas DIR Contract No. TX DIR-TSO-4288) **Approved**
- (e) To approve the purchase of forty-two (42) Getac V110G7 laptops, forty-one (41) S410G5 laptops, and ancillary items for the Fire Department in the estimated amount of \$330,970 from Symbiote Solutions through an existing contract; and authorizing the City Manager to execute all necessary documents. (NCPA Contract No. 01-170) **Approved**
- (f) To approve the purchase of three hundred and fifty (350) Getac S410G5 laptops for the Police Department in the amount of \$930,348 from GTS Technology Solutions through an existing contract; and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 230105) **Approved**

Approval of Expenditure

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

Approval of Contract / Agreement

- (h) To authorize the Mayor to execute a Restated and Amended Employment Agreement by and between Mark Israelson and the City of Plano for City Manager services; extending the expiration date to December 31, 2027; and providing an effective date. **Approved**
- (i) To authorize the Mayor to execute a Restated and Amended Employment Agreement by and between Paige Mims and the City of Plano for City Attorney services; extending the expiration date to December 31, 2027; and providing an effective date. **Approved**
- (j) To approve an Interlocal Agreement by and between the City of Plano, the City of Allen, and the City of Parker for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**
- (k) To approve an Interlocal Agreement by and between the City of Plano, the City of Allen, and the City of Lucas for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**
- (l) To approve an Interlocal Agreement by and between the City of Plano, the City of Allen, and Texas Health Plano for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**

Adoption of Resolutions

- (m) 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. **Adopted Resolution No. 2024-10-1(R)**

Adoption of Ordinances

- (n) To approve the carrying-forward of certain fiscal year 2023-24 funds to fiscal year 2024-25; and providing an effective date. **Adopted as amended Ordinance No. 2024-10-3**
- (o) To adopt and enact Supplement Number 149 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. **Adopted Ordinance No. 2024-10-2**

ITEMS FOR INDIVIDUAL CONSIDERATION:

Public Hearing Items:

Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total

minutes of testimony time, with three (3) minutes assigned per speaker. The Presiding Officer may amend these times as deemed necessary.

Non-Public Hearing Items:

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

- (1) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-013 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 12.6 acres of land located on the north side of Mapleshade Lane, 230 feet east of Ohio Drive, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Light Industrial-1 to Planned Development-25-Light Industrial-1 to modify the standards for mini-warehouse/public storage; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioner: Crow-Billingsley Pardue LTD. **Conducted and adopted Ordinance No. 2024-10-4**
- (2) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-015 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 4.7 acres of land located on the east side of Mapleshade Lane, 605 feet north of State Highway 190, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Corridor Commercial to Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioners: My Possibilities & NTFB-Perot Family Campus **Conducted and adopted Ordinance No. 2024-10-5**

COMMENTS OF PUBLIC INTEREST

This portion of the meeting is to allow up to three (3) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.

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

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024

DEPARTMENT: City Secretary

DIRECTOR: Lisa Henderson, City Secretary

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

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

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RECOMMENDED ACTION: Location Link



CITY COUNCIL AGENDA MEMO

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

ITEM SUMMARY

September 23, 2024

Approved

ATTACHMENTS:

Description	Upload Date	Type
Preliminary Open Meeting Minutes	10/4/2024	Minutes
Regular Meeting Minutes	10/4/2024	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
September 23, 2024**

COUNCILMEMBERS PRESENT

John B. Muns, Mayor
Maria Tu, Mayor Pro Tem
Julie Holmer, Deputy Mayor Pro Tem
Anthony Ricciardelli – arrived at 5:34 p.m.
Rick Horne
Kayci Prince
Shelby Williams – arrived at 5:36 p.m.
Rick Smith

STAFF PRESENT

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

Mayor Muns called the meeting to order at 5:30 p.m., Monday, September 23, 2024, in the Program Room of the Davis Library, 7501-B Independence Parkway and via videoconference. A quorum was present. Mayor Muns then stated the Council would retire into Executive Session, in the Children’s Program Room of the Davis Library, in compliance with Chapter 551, Government Code, Vernon’s Texas Codes Annotated in order to consult with an attorney to receive Legal Advice, Section 551.071; discuss Economic Development, Section 551.087; and discuss Personnel matters, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required. The Council convened into Executive Session at 5:40 p.m.

Mayor Muns reconvened the meeting back into the Preliminary Open Meeting at 6:29 p.m.

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

Personnel - Appointments:

a) Board of Adjustment - Members, Alternate Members and Chair

Upon a motion made by Councilmember Horne and seconded by Councilmember Ricciardelli, the Council voted 8-0 to appoint Donna Macey and Harish Nehate as alternate members and reappoint Connor Barron as Chair.

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

Upon a motion made by Councilmember Ricciardelli and seconded by Councilmember Williams, the Council voted 8-0 to table the appointments to the October 14, 2024, Council Meeting.

c) Heritage Commission - Members and Chair

Upon a motion made by Mayor Pro Tem Tu and seconded by Councilmember Ricciardelli, the Council voted 8-0 to appoint Timothy Bob and Carole Greisdorf as members and reappoint Nancy Baldwin as Chair.

d) Planning & Zoning Commission - Members and Chair

Upon a motion made by Councilmember Prince and seconded by Mayor Pro Tem Tu, the Council voted 8-0 to appoint Doug Bender and Sean Lingenfelter as members and appoint Bennett Ratliff as Chair.

- **Personnel - Appointments**
 - a) **Animal Shelter Advisory Committee - Member, Interim Member and Chair**

Upon a motion made by Councilmember Prince and seconded by Deputy Mayor Pro Tem Holmer, the Council voted 8-0 to appoint Greg Kamstra as a member and James Keene as an interim member and reappoint Tammy Chow-Hayes as Chair.
 - b) **Community Relations Commission - Members, Interim Member and Chair**

Upon a motion made by Councilmember Smith and seconded by Councilmember Prince, the Council voted 8-0 to appoint Jeanna Davis and Sandi Morse as members, Misty Jackson-Miller as an interim member, and reappoint Johnny Tseng as Chair.
 - c) **Cultural Arts Commission - Member, Interim Member and Chair**

Upon a motion made by Deputy Mayor Pro Tem Holmer and seconded by Mayor Pro Tem Tu, the Council voted 8-0 to appoint Toby Todd as a member, Marvelee Chen as an interim member, and reappoint Diane Goebel as Chair.
 - d) **Library Advisory Board - Members and Chair**

Upon a motion made by Councilmember Prince and seconded by Deputy Mayor Pro Tem Holmer, the Council voted 8-0 to appoint Anita James, Naty Perez, and Jayashree Prasad-Sinha as members and reappoint Adam Griffith as Chair.
 - e) **Parks and Recreation Planning Board – Members and Chair**

Upon a motion made by Councilmember Horne and seconded by Deputy Mayor Pro Tem Holmer, the Council voted 8-0 to appoint Brett Cooper and Ranjit Jacob as members and reappoint Hayden Padgett as Chair.
 - f) **Plano Housing Authority - Member only**

Upon a motion made by Mayor Muns and seconded by Councilmember Ricciardelli, the Council voted 8-0 to appoint Erica Dotras as a member.
 - g) **Retirement Security Plan Committee - Members and Chair**

Upon a motion made by Mayor Muns and seconded by Mayor Pro Tem Tu, the Council voted 8-0 to table the appointments to the October 14, 2024, Council Meeting.
 - h) **Senior Advisory Board - Members, Interim Member and Chair**

Upon a motion made by Deputy Mayor Pro Tem Holmer and seconded by Councilmember Smith, the Council voted 8-0 to appoint Deborah Arango and Dudley Volcansek as members, William Case as an interim member, and reappoint Sherry Scamardo as Chair.
 - i) **Tax Increment Financing Reinvestment Zone No. 4 Board - Members and Chair**

Upon a motion made by Councilmember Ricciardelli and seconded by Mayor Pro Tem Tu, the Council voted 8-0 to appoint Kamal Abuharthieh, Nadia Christian, and Christopher O'Brien as members and reappoint Brian Duchouquette as Chair.
- **Consent and Regular Agendas**
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting adjourned at 6:40 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

**PLANO CITY COUNCIL
REGULAR SESSION
September 23, 2024**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor Muns convened the Council into the Regular Session on Monday, September 23, 2024, at 7:00 p.m. in the Program Room of the Davis Library, 7501-B Independence Parkway and via videoconference. A quorum was present.

Invocation and Pledge

Reverend Kim Meyers, Senior Associate Pastor with St. Andrew Methodist Church, led the invocation and the City Council led the Pledge of Allegiance and Texas Pledge.

Consent Agenda

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

Approval of Minutes

September 9, 2024
(Consent Agenda Item “A”)

Approval of Expenditures

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

RFB No. 2024-0464-O for Eighteen (18) One-Ton Service Trucks to Sam Packs Five Star Ford in the estimated amount of \$1,197,743; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFB No. 2024-0466-B for Hoblitzelle Park East Renovation, Project No. PKR-P-7023, for the Parks and Recreation Department to Cole Construction, Inc. in the amount of \$1,083,966; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Purchase from an Existing Contract

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

To approve the purchase of six (6) Aerial Bucket Trucks in the amount of \$964,392 from Global Rental Co., Inc through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 040924-ALT) (Consent Agenda Item “E”)

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

Approval of Contract / Agreement

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

To approve the terms and conditions of an agreement between the City of Plano and Inrix, Inc. for access to the Traffic Signal Performance Measurement Platform for the DFW Region; and authorizing its execution by the City Manager. (Consent Agenda Item “H”)

Adoption of Resolutions

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

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

Adoption of Ordinances

Ordinance No. 2024-9-11: To repeal Ordinance No. 2023-9-9; establishing the classifications for the civil service members of the Plano Fire Department for fiscal year 2024-25 with the effective date of October 1, 2024; establishing the number of positions and effective date for such positions for each classification; establishing the Compensation Plan for the civil service members of the Plano Fire Department with the effective date of December 30, 2024; establishing Certification and Assignment Pay Plans for the civil service members of the Plano Fire Department for fiscal year 2024-25 with the effective date of October 1, 2024; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “K”)

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

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

End of Consent

Ordinance No. 2024-9-14: To repeal Ordinance No. 2023-9-10; establishing the classifications for the civil service members of the Plano Police Department for fiscal year 2024-25 with the effective date of October 1, 2024; establishing the number of positions and effective date for such positions for each classification; establishing the Compensation Plan for the civil service members of the Plano Police Department with the effective date of December 30, 2024; establishing Certification and Assignment Pay Plans for the civil service members of the Plano Police Department for fiscal year 2024-25 with the effective date of October 1, 2024; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “L”)

An amended Exhibit “A” was provided for Council to review prior to adopting the ordinance.

Ordinance No. 2024-9-14 (Cont'd.)

MOTION: Upon a motion made by Mayor Muns and seconded by Councilmember Horne, the Council voted 8-0 to repeal Ordinance No. 2023-9-10; establishing the classifications for the civil service members of the Plano Police Department for fiscal year 2024-25 with the effective date of October 1, 2024; establishing the number of positions and effective date for such positions for each classification; establishing the Compensation Plan for the civil service members of the Plano Police Department with the effective date of December 30, 2024; establishing Certification and Assignment Pay Plans for the civil service members of the Plano Police Department for fiscal year 2024-25 with the effective date of October 1, 2024; and providing an effective date; and further to adopt Ordinance No. 2024-9-14, as amended.

Public Hearing and adoption of Ordinance No. 2024-9-15 as requested in Zoning Case 2024-002 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 8.6 acres of land located on the south side of 14th Street, 330 feet east of U.S. Highway 75, in the City of Plano, Collin County, Texas, from Corridor Commercial and Planned Development-123-Downtown Business/Government to Planned Development-123-Downtown Business/Government; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioners: Regency Property Investors, LP, Michael & Pamela Walker, Plano Family 001, LP, and Texas State Affordable Housing Corporation (Regular Item "1")

Mayor Muns opened the public hearing. Mark Leon with Cross Architects, representing the applicant, spoke to the project. Mayor Muns closed the public hearing. Council discussed the removal of the requirement for posting the air filtration requirement. Councilmember Horne made a motion to adopt the ordinance. After Council discussion, Councilmember Horne amended his motion as noted below.

MOTION: Upon a motion made by Councilmember Horne and seconded by Councilmember Williams, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 8.6 acres of land located on the south side of 14th Street, 330 feet east of U.S. Highway 75, in the City of Plano, Collin County, Texas, from Corridor Commercial and Planned Development-123-Downtown Business/Government to Planned Development-123-Downtown Business/Government; directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2024-002; as amended to remove the air filtration notice requirement in Section II, Provision 6 (b)(ii).(3); and further to adopt Ordinance No. 2024-9-15.

Public Hearing and adoption of Ordinance No. 2024-9-16 as requested in Zoning Case 2024-016 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 75 for Electrical Substation on 0.7 acre of land located 345 feet south of Summit Avenue and 1,245 feet west of Klein Road in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center and located within the 190 Tollway/Plano Parkway Overlay District, directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioner: Aligned Data Centers (DFW) Propco, LLC (Regular Item “2”)

Mayor Muns opened the public hearing. Cardell Andrews II, the applicant, was available for questions. Mayor Muns closed the public hearing.

MOTION: Upon a motion made by Councilmember Smith and seconded by Councilmember Williams, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 75 for Electrical Substation on 0.7 acre of land located 345 feet south of Summit Avenue and 1,245 feet west of Klein Road in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center and located within the 190 Tollway/Plano Parkway Overlay District, directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2024-016; and further to adopt Ordinance No. 2024-9-16.

Public Hearing and adoption of Ordinance No. 2024-9-17 as requested in Zoning Case 2024-017 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 79 for Trade School on 0.02 acre of land located 230 feet north of Park Boulevard and 440 feet west of Coit Road in the City of Plano, Collin County, Texas, presently zoned Retail, directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioner: DFW Chinatown Coit, LLC (Regular Item “3”)

Mayor Muns opened the public hearing. Jennifer Hiromoto with Buzz Urban Planning, representing the applicant, was available for questions. Mayor Muns closed the public hearing.

MOTION: Upon a motion made by Councilmember Williams and seconded by Councilmember Ricciardelli, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 79 for Trade School on 0.02 acre of land located 230 feet north of Park Boulevard and 440 feet west of Coit Road in the City of Plano, Collin County, Texas, presently zoned Retail, directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2024-017; and further to adopt Ordinance No. 2024-9-17.

Resolution No. 2024-9-18(R): To nominate an individual for election to the Collin Central Appraisal District Board of Directors; and providing an effective date. (Regular Item “4”)

MOTION: Upon a motion made by Councilmember Williams and seconded by Councilmember Horne, the Council voted 8-0 to nominate Rick Grady for election to the Collin Central Appraisal District Board of Directors; and providing an effective date; and further to adopt Resolution No. 2024-9-18(R).

Consideration of a Resolution to nominate an individual for election to the Denton Central Appraisal District Board of Directors; and providing an effective date. (Regular Item “5”)

No action taken.

Comments of Public Interest

No one requested to speak.

With no further discussion, the Regular City Council Meeting adjourned at 7:30 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024

DEPARTMENT: Public Works

DIRECTOR: Abby Owens, Director of Public Works

AGENDA ITEM: Award of a bid for the initial term of \$1,144,650 or two (2) years, whichever occurs first, with two (2) City optional renewals for a total of \$3,433,950 for Brick Screening Wall Requirements Contract - 2024, Project No. PW-S-00058.

RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

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

BACKGROUND

Public Works recommends the bid for the Brick Screening Wall Requirements Contract - 2024 project be awarded to Tracon Ventures, Ltd., in the amount of \$1,144,650; to be accepted as the lowest responsive and responsible bid for the project, conditioned upon timely execution of all necessary documents. A total of 1,512 vendors were notified of the bid, three (3) submitted a “No Bid”, and three (3) bids were submitted.

This project involves the repair or replacement of 490 screening wall brick panels, 1,250 SF of double brick screening wall, 580 brick columns as well as beams, mow strips and column caps needed for these repairs, at various locations throughout the City of Plano.

Requirements projects such as this one, are location-based work orders that address moderate sized areas needing repair. Staff create work orders for the areas with higher quantities of screening wall repair and traffic control than City crews are able to address. Staff also inspect the third-party construction activities to ensure the work is performed to City specifications.

Public Works staff evaluate the effectiveness of our screening wall projects and the feasibility to do work with Public Works staff. At this time, staffing levels, equipment space, and yard storage space are not sufficient for these repairs to be completed by City staff.

If this project is not awarded, the repairs will not occur, leaving brick screening walls in an unsafe condition.

Engineer’s estimate for this project is \$1,250,000.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Capital Maintenance Fund and is planned for future years, as well. Award of the Brick Screening Wall Requirements Contract - 2024 contract has an initial term of two (2) years or \$1,144,650 and two (2) City optional renewals of the same term, for an estimated total amount

of \$3,433,950 if all renewal options are exercised.

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 Form	10/1/2024	Bid Recap

CITY OF PLANO

RFB CIP

Bid No. 2024-0570-ER

RFB for Brick Screening Wall Requirements Contract - 2024

Project No. PW-S-00058

Bid Recap

Bid Opening Date/Time: Tuesday, August 27, 2024 at 2:00 PM

Number of Vendors Notified: 1,512

Vendors Submitting “No Bids”: 3

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 3

<u>Vendor:</u>	<u>Total Bid</u>
Tracon Ventures, Ltd.	\$1,144,650.00
Ratliff Hardscape, Ltd	\$1,424,090.00
Gomez Floor Covering, Inc.	\$1,490,000.00

Recommended Vendor:

Tracon Ventures, Ltd.	\$1,144,650.00
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Christle Brungardt

Christle Brungardt , Buyer II

10/14/2024

Date



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024
DEPARTMENT: Fleet Services
DIRECTOR: Abby Owens, Director of Public Works
AGENDA ITEM: Purchase of twenty-nine (29) Chevrolet Tahoe Police Pursuit Vehicles.
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

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

BACKGROUND

It is the recommendation of Fleet Services to purchase twenty-nine (29) Chevrolet Tahoe Police Pursuit Vehicles (PPV) in the amount of \$1,581,521 from Lake Country Chevrolet through TIPS Contract No. 210907. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

The Chevrolet Tahoe PPV units are scheduled replacements from Capital Outlay FY2024-25.

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

1. The marked patrol units will be used to replace vehicles in the patrol, traffic, neighborhood police officer, and crime prevention units.
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 Contact No. 2024-0511-O)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funds are available in the FY 2024-25 Adopted budget to purchase twenty-nine (29) Chevrolet Tahoe Police Pursuit Vehicles (PPV) for scheduled replacements in Cost Center 532 Police from Lake Country Chevrolet. The estimated purchase amount is \$1,581,521 and the total budgeted amount for this item in the FY 2024-25 Adopted Equipment Replacement Fund budget is \$2,167,500. The remaining balance of \$585,979 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	9/25/2024	Agreement
Picture	9/25/2024	Agreement

**CITY OF PLANO
SOLICITATION NO. 2024-0511-0
CHEVROLET TAHOES
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: 3

Number of Quotes Received: 3

Lake Country Chevrolet via TIPS Contract No. 210907

Twenty-Nine (29) 2025 Chevy Tahoe PPV 2WD \$1,581,520.80

Caldwell Country via Tarrant Contract No. 2023-016

Twenty-Nine (29) 2025 Chevy Tahoe PPV 2WD \$1,708,970.00

Reliable Chevrolet via TIPS Contract No. 230404

Twenty-Nine (29) 2025 Chevy Tahoe PPV 2WD \$1,719,352.00

Recommended Vendor(s): Awarded by Line Item

Lake Country Chevrolet via TIPS Contract No. 210907

Twenty-Nine (29) 2025 Chevy Tahoe PPV 2WD \$1,581,520.80

Total Award \$1,581,520.80



Chevrolet Tahoe Police Pursuit Vehicle



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024
DEPARTMENT: Technology Solutions
DIRECTOR: Roger Wright, Chief Information Officer
AGENDA ITEM: To approve the purchase of Okta licensing and support.
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

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

PREVIOUS ACTION/PRESENTATION

October 14, 2019, City Council approve the purchase of OKTA 550 Multi-factor (MFA) and 3,000 Single Sign-On (SSO) licensing, and support for a one-year contract in the amount of \$142,434, and up to four mutually agreed upon one-year renewals with an estimated annual support cost of \$65,697 from Critical Start, Inc. through an existing contract DIR-TSO-4288.

March of 2020, the City purchased an additional 2,500 MFA licenses in the amount of \$49,106 from Critical Start, Inc. through an existing contract DIR-TSO-4288, to reduce the risk of City staff needing to work remotely in response to the COVID-19 pandemic.

January 11, 2021, the City Council approved the purchase of OKTA Licensing and Support for one year with three automatic one-year renewals in the annual amount of \$132,476 from Critical Start, Inc. through an existing contract DIR-TSO-4288. This purchase was to cotermin the OKTA 2,500 MFA licenses with the initial purchase of 550 MFA and 3,000 SSO licenses in 2019.

October 9, 2023, City Council approved the renewal and expansion its existing OKTA services to enhance authentication and user access security by \$272,139, for a total contract amount of \$416,899, solution from Critical Start, Inc. through an existing contract DIR-TSO-4288. This purchase included increasing the number of user account licenses for Single Sign-On (SSO) and Multi-Factor Authentication (MFA) from 3,000 to 4,600 and adding new features like OKTA Access Gateway and OKTA Customer Identity Access Management (CIAM).

BACKGROUND

This renewal maintains our existing OKTA Identity Access Management (IAM) and Access Gateway licenses. Additionally, we'll continue using OKTA Customer Identity Access Management (CIAM) for 100,000 customer accounts. With Premier Success Technical Support, we'll have 24/7/365 assistance to ensure optimal support.

OKTA's solutions have been crucial in modernizing our identity and access management. In 2019, we implemented Citywide Single Sign-On (SSO) and advanced authentication, including Multi-Factor Authentication (MFA) for 550 Plano Police Department (PPD) accounts. This was essential to meet strict security requirements from federal agencies including Criminal Justice Information Systems (CJIS).

Renewing these licenses is vital to maintaining our strong security posture. Without them, PPD would struggle to comply with federal regulations, and the entire City could face increased security risks from compromised accounts.

FINANCIAL SUMMARY/STRATEGIC GOALS

This request is to approve the purchase of Okta Licensing and Support for one (1) year. Funding for this item is available in the 2024-25 Technology Solutions Infrastructure Budget, in the estimated annual amount of \$423,710, which will leave a remaining balance of \$3,418,164 for additional maintenance and support expenditures.

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
Cooperative Quote Recap	10/2/2024	Cooperative Quote Recap

**CITY OF PLANO
SOLICITATION NO. 2025-0021-OR
OKTA LICENSING AND SUPPORT
COOPERATIVE QUOTE RECAP**

Quote Due Date/Time: October 1, 2024 @ 12:00 Noon

Number of Vendors Contacted: 8

Number of Quotes Received: 1

CyberOne
via TX DIR-TSO-4288

\$423,710.49

Recommended Vendor

CyberOne
via TX DIR-TSO-4288

\$423,710.49

Sharron Mason

Sharron Mason
Senior Buyer

October 1, 2024

Date



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024
DEPARTMENT: Technology Solutions
DIRECTOR: Roger Wright, Chief Information Officer
AGENDA ITEM: Purchase of 41 Getac S410G5 laptops, 42 Getac V110G7 laptops, and ancillary items for the Fire Department
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

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

PREVIOUS ACTION/PRESENTATION

July 25, 2019, the City Council approved the purchase of Getac S410 vehicle laptops for the Fire Department as part of a larger, combined purchase for the Police Department, Fire Department, and Animal Services, with an initial total cost of \$1,071,035.18.

BACKGROUND

The Fire Department's current Getac S410 laptops, used for both patient care and emergency response, are at the end of their lifespan. With warranties expired and form factors no longer meeting operational needs, repairs may become costly and time-consuming, potentially impacting response times and patient care.

To address this, the department has selected two replacement solutions. For patient care, the Getac V110G7 rugged compact laptop, which can also function as a tablet, offers a more versatile option for use in vehicles, homes, and hospitals. This model comes with a 5-year warranty for reliability in demanding environments. Due to its different design, a new docking station is required for secure mounting in vehicles. Technology Solutions recommends purchasing 42 V110G7 laptops and 42 Gamber Johnson Vehicle Docks from Symbiote Solutions for \$226,989.

For emergency response, the Fire Department proposes replacing the existing S410 laptops with the newer Getac S410G5 model, maintaining compatibility with current vehicle docks, thus avoiding additional costs. This model will come with a 3-year warranty. Technology Solutions recommends purchasing 41 S410G5 laptops from Symbiote Solutions for \$103,981.

If this request is not approved, the Fire Department will face increased operational risks. The aging and out-of-warranty laptops are prone to failure, which could result in delays during emergency responses and expensive repairs, compromising both efficiency and safety. This would heighten the risk of service disruptions and jeopardize the safety of both firefighters and patients during critical operations.

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to

seek competitive bids for items. (National Cooperative Purchasing Alliance Contract No. NCPA 01-170 / City of Plano Internal Contract No. 2025-0018-OR)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the FY 2024-25 Fire Equipment Replacement Fund. This request is to purchase (41) Getac S410G5 laptops, (42) Getac V110G7 laptops, and (42) Gamber Johnson Vehicle Docks, in the estimated amount of \$330,970, which will leave a remaining balance of \$1,058,830 for future equipment replacement expenditures.

Approval of this purchase will support the City's Strategic Plan Critical Success Factors of being an Excellent, Innovative, and Accountable City Government with Safe, Vibrant Neighborhoods.

ATTACHMENTS:

Description	Upload Date	Type
Cooperative Quote Recap	10/7/2024	Cooperative Quote Recap

**CITY OF PLANO
SOLICITATION NO. 2025-0018-OR
(41) GETAC S410G5, (42) GETAC V110G7 LAPTOPS, AND (42) GAMBER JOHNSON
VEHICLE DOCKS FOR FIRE
COOPERATIVE QUOTE RECAP**

Quote Due Date/Time: September 30, 2024 @ 9 a.m.

Number of Vendors Contacted: 3

Number of Quotes Received: 2

Getac V110G7

Symbiote Solutions 42 Getac V110G7 via NCPA Contract 01-170	\$226,988.58
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GTS Technology Solutions 42 Getac V110G7 via TIPS 230105	\$236,272.26
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Getac S410G5

Symbiote Solutions 41 Getac S410G5 via NCPA Contract 01-170	\$103,980.92
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GTS Technology Solutions 41 Getac S410G5 via TIPS 230105	\$107,148.58
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Recommended Vendor

Symbiote Solutions 42 Getac V110G7 via NCPA Contract 01-170	\$226,988.58
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Symbiote Solutions 41 Getac S410G5 via NCPA Contract 01-170	\$103,980.92
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Total Purchase	\$330,969.50
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CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024
DEPARTMENT: Technology Solutions
DIRECTOR: Roger Wright, Chief Information Officer
AGENDA ITEM: To approve the purchase of (350) Getac S410G5 laptops for PD.
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

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

Approved

PREVIOUS ACTION/PRESENTATION

July 25, 2019, the City Council approved the purchase of Getac S410 vehicle laptops for the Police Department as part of a larger, combined purchase for the Police Department, Fire Department, and Animal Services, with an initial total cost of \$1,071,035.18.

BACKGROUND

The Police Department currently provides every sworn officer with a Getac S410 laptop for use in their assigned vehicle. These laptops, now 5 years old, have reached the typical lifespan for rugged devices and are due for replacement. The S410 model has proven reliable, and the Police Department has requested to replace the current systems with the updated generation of the same model. As a cost savings, the manufacturer stated that the current vehicle docks could be used by replacing two rubber bumpers that would be provided at no additional cost and would be compatible with the new laptops. Using the same model meets ongoing functional requirements.

Technology Solutions recommends awarding the purchase of 350 Getac S410G5 laptops, with a 3-year warranty, to GTS Technology Solutions for a total amount of \$930,348.

Failure to approve this request will require first responders to continue using devices beyond their typical lifespan, which could result in slower device performance, additional support related costs, and delays in receiving critical information during emergency situations.

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (The Interlocal Purchasing System (TIPS) Contract Number 230105 / City of Plano Internal Contract No. 2025-0020-OR)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the FY 2024-25 Police Equipment Replacement Fund. This request is to purchase (350) Getac S410G5 laptops, in the estimated amount of \$930,348, which will leave a remaining balance of \$469,652 for future equipment replacement expenditures.

Approval of this purchase will support the City's Strategic Plan Critical Success Factors of being an

Excellent, Innovative, and Accountable City Government with Safe, Vibrant Neighborhoods.

ATTACHMENTS:

Description	Upload Date	Type
Cooperative Quote Recap	10/2/2024	Cooperative Quote Recap

**CITY OF PLANO
SOLICITATION NO. 2025-0020-OR
GETAC S410G5 LAPTOP PURCHASE
COOPERATIVE QUOTE RECAP**

Quote Due Date/Time: September 30, 2024 @ 9 a.m.

Number of Vendors Contacted: 3

Number of Quotes Received: 2

Symbiote Solutions via NCPA Contract 01-170	\$955,888.73
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GTS Technology Solutions via TIPS 230105	\$930,347.60
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<u>Recommended Vendor</u> GTS Technology Solutions via TIPS 230105	\$930,347.60
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Sharron Mason
Sharron Mason
Senior Buyer

October 1, 2024
Date



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024

DEPARTMENT: Parks

DIRECTOR: Ron Smith, Director of Parks and Recreation

AGENDA ITEM: Approve an expenditure in the amount of \$178,500 for architectural professional services for Hall Park Master Plan, Project No. PKR-P-00113

RECOMMENDED ACTION: Approval of Expenditure

ITEM SUMMARY

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

PREVIOUS ACTION/PRESENTATION

On May 13, 2024, City Council approved an expenditure for architectural professional services for the Public Safety Space Study and Master Plan, Project No. FAC-F-7627, in the amount of \$412,040 from Architects Design Group, Inc.

BACKGROUND

Hall Park Master Plan, Project No. PKR-P-00113 will provide community engagement and master planning for park improvements, as well as cost projections for future park construction. The park is designated as a community park, serving residents within a 1-mile radius or greater. Future amenities could include a parking lot, reservable pavilion, playground, restrooms, active and passive activity spaces, and trail connections to Chisolm Trail.

The Parks and Recreation Department recommends approval of the expenditure in the amount of \$178,500 for architectural professional services from Architects Design Group, Inc. for Hall Park Master Plan, Project No. PKR-P-00113. Architects Design Group, Inc. was deemed most qualified and efficient for their familiarity with the site and ability to coordinate design efforts with planning for Fire-Rescue and Police Department facilities located on adjacent tracts.

The benefit of this project is providing a community park that responds to park user needs while also complementing the proposed shared-use aspects of the site. If this project is not approved, the opportunity for shared site planning and community outreach will not occur.

Future action for this location includes the award of a professional services agreement for biddable plans and a construction contract to build improvements.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Park Improvements CIP. The contract for architectural professional services for Hall Park Improvements, Project No. PKR-P-00113, in the total amount of \$178,500, will provide community engagement, master planning for park improvements, and cost projections for future park construction.

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: 10/14/2024
DEPARTMENT: City Manager
DIRECTOR: Mark D. Israelson, City Manager
AGENDA ITEM: Consideration to approve a Restated and Amended Employment Agreement between Mark Israelson and the City of Plano.
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To authorize the Mayor to execute a Restated and Amended Employment Agreement by and between Mark Israelson and the City of Plano for City Manager services; extending the expiration date to December 31, 2027; and providing an effective date. **Approved**

BACKGROUND

Approval of this item authorizes the Mayor to sign an amended Employment Agreement to extend the expiration date to December 31, 2027.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item authorizes the Mayor to sign a Restated and Amended Employment Agreement by and between Mark Israelson and the City of Plano for City Manager services to extend the expiration date to December 31, 2027.

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024
DEPARTMENT: City Secretary
DIRECTOR: Paige Mims, City Attorney
AGENDA ITEM: Authorize the Mayor to execute a Restated and Amended Employment Agreement between Paige Mims and the City of Plano for City Attorney services
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To authorize the Mayor to execute a Restated and Amended Employment Agreement by and between Paige Mims and the City of Plano for City Attorney services; extending the expiration date to December 31, 2027; and providing an effective date. **Approved**

BACKGROUND

Approval of this item amends the Employment Agreement to extend the expiration date to December 31, 2027.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item authorizes the Mayor to sign a Restated and Amended Employment Agreement by and between Paige Mims and the City of Plano for City Attorney services to extend the expiration date to December 31, 2027.

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024
DEPARTMENT: Technology Solutions
DIRECTOR: Roger Wright, Chief Information Officer
AGENDA ITEM: Interlocal Agreement between the City of Plano, the City of Allen, and the City of Parker for the Joint Radio Communications System.
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve an Interlocal Agreement by and between the City of Plano, the City of Allen, and the City of Parker for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**

PREVIOUS ACTION/PRESENTATION

October 11, 2010, City Council approved the Interlocal Agreement between the cities of Plano and Allen and the City of Parker for a five-year period, with an optional three-year automatic renewal.

June 8, 2015, City Council approved the First Modification to Interlocal Agreement by and between the City of Plano, Texas, the City of Allen, Texas and the City of Parker, Texas to add three (3) talkgroups.

November 12, 2018, City Council approved to ratify an extension of the Interlocal Cooperation Agreement between the Cities of Allen and Plano and the City of Parker for the use of the Plano and Allen Radio Communications System.

September 23, 2019, City Council approved the Interlocal Agreement between the cities of Plano and Allen and the City of Parker for a five-year period.

BACKGROUND

The cities of Plano and Allen and the City of Parker entered an Interlocal Agreement (ILA) in 2010 to provide public safety radio service for themselves and other entities in Collin County. Through this agreement, Plano and Allen own the primary master sites for the management of agency IDs and radio frequencies for the radio system. The City of Parker is one of 15 agencies that rely on the radio services provided by Plano and Allen.

This ILA replaces the prior subscriber agreement while sustaining the existing rate structure on the Joint System Radio network and maintains the objective of ensuring cost neutrality for the cities of Plano and Allen.

After its initial one (1) year term, the ILA will automatically renew for successive one (1) year terms for four (4) years if required by the City of Parker. The City of Parker may terminate this ILA with or without cause by providing one hundred twenty (120) days written notice. (City of Plano Assigned Contract No. 2025-0014-I)

FINANCIAL SUMMARY/STRATEGIC GOALS

This request is to approve an Interlocal Agreement by and between the Cities of Plano, Allen, and Parker for the Public Safety Radio Communications System. The agreement is for a one-year term with four (4) one-year automatic renewals unless one of the parties take action to terminate the agreement. The total amount of fees collected from Parker will fluctuate annually depending on the quantity of activated unit identification numbers (IDs). Based on the current number of activated unit IDs, the City of Parker will pay an estimated \$26,520 annually for the 2024-25 through 2028-29 Budgets. The fees in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

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

ATTACHMENTS:

Description	Upload Date	Type
Interlocal Agreement	10/2/2024	Agreement

COMMUNICATIONS SYSTEMS AGREEMENT

CATEGORY 1- GOVERNMENT ENTITY

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **City of Plano (“Plano”)**, a Texas home-rule municipality, and **City of Allen (“Allen” together with Plano referred to as the “Cities)**, a Texas home-rule municipality, acting herein by and through their duly authorized City Managers, and **City of Parker (“USER”)**, a Texas **Type A General Law municipality**, acting herein by and through its duly authorized representative, individually referred to as a “party”, collectively referred to herein as the “parties”. **Plano and Allen shall include all employees, directors, officers, agents and authorized representatives of Plano and Allen, respectively. USER shall include all employees, directors, officers and authorized representatives of USER.**

RECITALS

WHEREAS, this Agreement is made under the authority of Chapter 791 of the, Texas Government Code (the “Interlocal Cooperation Act”); and

WHEREAS, each governing body, in performing governmental functions or is paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of all parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the **Cities jointly own, operate and maintain the radio communications system** exclusive of the radios owned individually by each City (herein referred to as the “Joint Radio System”) for the purpose of providing Public Safety voice radio and data communications and are the sole license holders of the Joint Radio Systems with all privileges and responsibilities thereof.

NOW THEREFORE, the Cities and USER agree as follows:

1. GRANT OF LICENSE

The **Cities** hereby grants the **USER** specific permission to operate **USER's** owned or leased field radio equipment or equipment attached and/or interfaced to the Joint Radio System infrastructure in accordance with the specific details and requirements for use as set forth in "**Exhibit A, Terms of Use**" which is attached hereto, incorporated herein, and made a part of this Agreement for all nothing herein shall be construed as the creation of a partnership or joint enterprise between the **Cities and USER**.

2. TERM

This Agreement shall begin upon the last day executed by all authorized Parties ("Execution Date" and shall continue in full force and effect for a period of one year (the "Initial Term"). After that Initial Term, this Agreement shall automatically renew for successive one-year terms for four additional years unless otherwise terminated in accordance with the provisions set forth herein and in "**Exhibit A**".

3. NON-APPROPRIATION OF FUNDS

The **Cities and USER** will use the best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other parties in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

4. RIGHT TO AUDIT

USER agrees that the **Cities** shall, at no additional cost to the **Cities**, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records and communications of the **USER** involving transactions relating to this Agreement. **USER** agrees that the **Cities** shall have access during normal working hours to all necessary **USER** facilities and shall be provided adequate and appropriated workspace in order to conduct audits in compliance with the provisions of this section. **The Cities shall give USER reasonable advance notice of intended audits.**

5. ASSIGNMENT

USER, shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the **Cities**, **such right shall be granted solely at the discretion of the Cities. Any assignment in violation of the provision shall be void.**

6. NO WAIVER

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

7. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, that neither **Cities nor USER** waives or surrender any of its governmental powers or immunities.

8. AMENDMENTS

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

9. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10. CONFIDENTIAL INFORMATION

To the extent permitted by law, **USER** for itself and its officers, agents and employees, agree that it shall treat all information provided to it by the **Cities as confidential ("City Information")** and shall not disclose any such information to a third party without the prior written approval of the **Cities, unless such disclosure required by law, rule, regulation, court order, in which event USER shall notify the Cities in writing of such requirement in a sufficient time to allow the Cities to seek** injunctive or other relief to prevent such disclosure. **USER** shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. **USER** shall notify the **Cities immediately if the security or integrity of any City Information has been compromised or is believed to have compromised.**

11. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockout, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state county or local government in accordance with applicable law.

12. NOTICES

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand –delivered to the other party, its agent, employees, servant or representatives, (2) delivered by facsimile with electronic confirmation of this transmission, or (3) received by the other party by United States Mail, registered, returned receipt requested, addressed as follows:

City of Plano	City of Allen	City of Parker
Attn: Chief Information Officer	Attn: IT Director	Attn: Mayor
P.O. Box 860358	305 Century	5700 E Parker Road
Plano, TX 75086	Allen, TX 75013	Parker, TX 75002

13. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Collin County, Texas or the United States District Court for the Northern District of Texas McKinney Division. In any such action each party shall pay its own attorney’s fees, court costs and other expenses incurred as a result of the action.

14. SIGNATURE AUTHORITY

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

15. ENTIRETY OF AGREEMENT

This written instrument including all Exhibits attached hereto, contains the entire understanding and agreement between the Cities and USER as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement (ILA) between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts and each counterpart shall together constitute one and the same.

EXECUTED IN MULTIPLE ORIGINALS on this day of _____, 2024

CITY OF PLANO, TEXAS

BY: _____

Mark D. Israelson, City Manager

APPROVED AS TO FORM

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2024

by **MARK D ISRAELSON, City Manager of the CITY OF PLANO, a home-rule municipality,**

On behalf of such corporation.

Notary Public, State of Texas

EXECUTED IN MULTIPLE ORIGINALS on this day of September 12, 2024

CITY OF ALLEN, TEXAS

BY: [Signature]
Eric Ellwanger, City Manager

APPROVED AS TO FORM

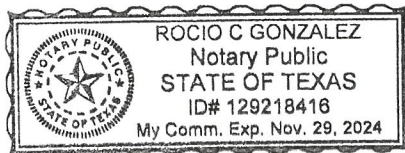
[Signature]
Peter G Smith, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 12th day of September, 2024
By **ERIC ELLWANGER**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such corporation.



[Signature]
Notary Public, State of Texas

EXECUTED IN MULTIPLE ORIGINALS on this day of August 20, 2024

CITY OF PARKER, TEXAS

BY: Lee Pettle

Lee Pettle, Mayor

APPROVED AS TO FORM:

Catherine Clifton

Catherine Clifton, INTERIM CITY ATTORNEY

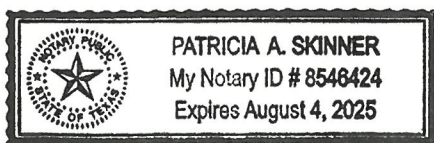
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 21 day of August, 2024

By Lee Pettle of the **CITY OF PARKER, TEXAS**, a Texas Type A General Law municipality, on behalf of such corporation.



Patricia A. Skinner

Notary Public, State of Texas

EXHIBIT A

CATEGORY TERMS OF USE

The terms of use are set forth below:

TERMS OF USE

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of the City of Plano Radio Division unless otherwise stated in this Agreement.
2. The City of Plano Radio Division is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the **City of Plano** Radio Division FCC license(s) or to the Radio Frequency spectrum used by the Joint Radio System.
3. The City of Plano Radio Division makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER's** equipment.
4. **USER** will be responsible for the acquisition, programming and maintenance of all equipment **USER** will be utilizing in connection with the Joint Radio System infrastructure, including, but **not** limited to, Subscriber Radio and special equipment.
5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radio intended for use by **USER** on the Joint Radio System shall be compliant with Project 25 Phase II standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Joint Radio System may result in suspended operation of the radios and /or termination of the Agreement.

The City of Plano operates a radio shop for the mutual benefit of all users of the Joint Radio System. The Radio Shop provides day to day system administration as well as centralized shipping and receiving for all mobile and portable repairs. When radios return from repair, the Radio Shop verifies their operation and programs the unit as required. To

ensure optimum Interoperability of thousands of radios on this network, infrastructure owners on this joint radio system are expected to have their radio programming done by the City of Plano Radio Shop. The use of any other vendors for this purpose, must be approved by the Plano Radio Shop. The Radio Shop offers a drive-up service to assist in troubleshooting radio issues in vehicles in addition to the functions outlined in item 23 of this ILA.

The Radio Shop is generally open Monday-Friday 7:30 am to 4:00 pm. If service is required after hours, the on-call technician will respond. After hour's responses shall be limited to service affecting system wide infrastructure or priority-restore at dispatch centers, fire station alerting, at the sole discretion of the Plano Radio Manager. Mobile and portable service is not available after hours or weekends.

6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER's** radios. The use of short, broad spectrum, or "stubby" antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilized short broad spectrum or stubby antennas or other antennas not approved by the manufacture for use with the specific models of **USER's** radio.
7. No antenna gains greater than 3 DB will be allowed for mobiles and Consolettes.
8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that **USER** radio or console causes a degradation to the Joint Radio System operation. The City of Plano Radio Division shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and /or interfaced to the Joint Radio System infrastructure, if the City of Plano Radio Division determines in its sole reasonable discretion that such equipment is causing interference or harm to the Joint Radio System in any way. The City of Plano Radio Division reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the City of Plano Radio Division. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the City of Plano Radio Division shall have right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally unintentionally, to any other radios on the Joint Radio System or to the Radio System overall operation.

9. **USER's** radios may be used for voice and data radio communications over the Joint Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this agreement remains in effect.
10. The City Plano Radio Division will be responsible for managing infrastructure loading and demand. The City of Plano Radio Division reserves the right, without notice to Incumbent users to enter into a similar agreement with other entities or to deny the addition of a new Subscriber Radio equipment to any user of the Joint Radio System. The City Plano Radio Division shall have discretion in determining whether to allow additional users or radios based on the Joint Radio Systems Coordination Committee determination of whether such addition to the Joint Radio System can be made without adversely impacting the Radio System.
11. **USER** is prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **User's** internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the Radio System.
12. Due to the radio infrastructure resource allocations required by "Private Call". **USER** is not permitted to utilize "Private Call" on the Joint Radio System.
13. **USER's** utilization of data communications on the Joint Radio System will be limited to the Radio Systems OTAP or OTAR functions. Performance of data communications over the Joint Radio System is not guaranteed. For programming changes involving more than ten Subscriber Radio's **USER's** agrees to coordinate with the Plano Radio Division prior to executing changes to minimize impact on other users and the Radio System.
14. The use of OTAR in association Subscriber Radio encryption is prohibited without prior approval of the City of Plano Radio Division. Administration of encryption keys will be performed by the City of Plano Radio Division. **USER** may utilize and administer other encryption methods as required.
15. The City of Plano Radio Division may provide **USER** with an Advanced System Key (ASK) for use with the **USER's** Subscriber Radio only. The ASK will expire annually and **USER** shall be responsible for requesting a new ASK 30 days prior to expiration, if one is required. **USER** will be responsible for safeguarding the security of the ASK to prevent theft and/or loss of the ASK.
16. The City of Plano Radio Division will assign the **USER** Talk Group ID's unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER's** agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the Plano Radio

Division before such use may occur. The City of Plano Radio Division reserves the right to require certain Talk Group ID's to be programmed in **USER** radios. Additionally, the Plano Radio Division shall have the right to limit the number of Talk Group ID's to be used by **USER** based on the capacity of the Master Sites and network traffic.

17. The City of Plano Radio Division has established a coordinated Interoperable Communications Plan to apply to Joint Radio System and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios.
18. Roaming to other systems or the use of **USER's** Talk Groups on other trunked systems that are interconnected to the Joint Radio System is prohibited without prior approval by the City of Plano Radio Division. Roaming to other trunked systems will be limited to the Joint Radio Systems Interoperable Talk Groups, although this capability may be terminated by the City of Plano Radio Division if its use is determined to result in performance degradation to either the Joint Radio System or the interconnected trunked system.
19. The City of Plano Radio Division generally maintains aliases for units operating on the Joint Radio System. If the **USER** has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for administering and maintaining its own subscriber unit aliases. From that point, **USER** will be responsible for administering and maintaining its own subscriber unit aliases, and the Plano Radio Division will no longer administer and maintain the **USER's** subscriber unit aliases.

APPLICABLE FEES * TERMINATION: REFUNDS

20. **USER** shall pay The City of Plano Radio Division an annual Infrastructure Support Fee, per Subscriber Radio. This fee is payable in advance on an annual basis for all active radio ID's issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio ID's are issued or consoles added, and thereafter, at the beginning of each fiscal year. There will be no refunds or credits for radios or consoles removed from service during the fiscal year.

Subscribers shall pay the City of Plano (Radio Division) an annual Infrastructure Support fee in the amount of \$33.00 per radio/month, per Subscriber Radio or console, and a \$1.00 per radio/month network access fee, for a total of \$34.00 per month per radio/console. The monthly per Subscriber Radio support and network fee covers access to the primary master site in Plano and the back-up site in Allen and the following City of Plano Radio Division Services:

Radio Installation & Patching	Shipping & Receiving Devices
Loaner Program	Service & Repair
FCC License Management	Solution Engineering (Consultation)
Encryption & Key Management	Talk Group Assignment
Network Problem Resolution	Service Center
Network Upgrade Management	Tower Operation & Maintenance on-call
Radio Monitoring	Support (7 x 24 x 365)

21. The City of Plano Radio Division shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by the City of Plano Radio Division in the operation or maintenance of the City of Joint Radio System. Any increase in applicable fees will be effective at the beginning of the next Plan Radio Division fiscal year. The City of Plano Radio Division shall provide USER with 120-day written notice of any intended fee increase provided however, that this notice period may be less than 120 days if Motorola Solutions provides the City of Plano Radio Division with less than 90-day notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact USER's obligation to pay the increased fee.

TERM

22. Either **USER** or the City of Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon one hundred twenty (120) days written notice to the other party. If **USER** terminates there will be no refunds or credits for any fee. If the City of Plano Radio Division terminates, the City of Plano Radio Division will issue a refund to the **USER** of all fees, pro-rated to the end of the current fiscal year. The City of Plano Radio Division, in its sole discretion shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The City of Plano Radio Division further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of **USER** misuse of the Joint Radio System. Notwithstanding the foregoing, the City of Plano Radio Division, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue or other critical incident between the Master Switch and the **USER**'s environment. The City of Plano Radio Division will use best efforts to restore access to the **USER** as soon as possible once the security breach, emergency, operational issue or critical incident is resolved.

COMPLIANCE WITH LAWS

23. The **USER** shall comply with all current and future Federal, State and Local laws, Ordinances, and Mandates including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the City of Plano Radio Division (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.
24. In order to comply with Federal, State and Local Laws and/or Mandates, the City of Plano Radio Division, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the City of Plano Radio Division to facilitate such activities on **USER's** behalf as necessary.
25. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER's** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the City of Plano Radio Division, or its designee, with the serial number(s) and radio IDs of Subscriber Radio equipment to be replaced, as well as the serial number(s) of the new radio equipment. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

The following definitions shall have the meaning set forth below and apply to this agreement:

DEFINITIONS

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the Joint Radio System Master Switches.

“Joint Radio System Coordinating Committee (“Coordinating Committee”) shall mean that group of individuals tasked with maintaining and administering the Joint Radio System infrastructure and selecting a Technical Committee. The Coordinating Committee shall determine and may periodically adjust the number of members and the method for selecting members.

“Infrastructure Support Fee” shall mean the annual fee charged by the City of Plano Radio Division to offset costs incurred in the operation and maintenance of the Joint Radio System.

“Interoperable Communications Plan” (The Plan) means the plan developed and established by the Plano Radio Division and the Coordinating Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System Master Switches.

“Master Switch” shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Joint Radio System. The primary Master Switch is currently located at the City of Plano Radio Division facility and the back-up facility in Allen.

“Over The Air Rekeying” (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

“Over The Air Programming” (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Joint Radio System.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the Joint Radio System Master Switches.

“Subscriber Radio” shall mean a radio that has a unique identification number and is programmed to operate on the Joint Radio System. The term shall include, but not be limited to control stations (desk top radios) consoles, mobile and portable radios.

“Talk Group” shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee”- A committee consisting of representative(s) appointed by Plano and Allen owners of the Joint Radio System. This group will function as advisers to the Coordinating Committee regarding technology, new Subscribers, microwave network capacity planning, communication plan and tasks assigned by the Coordinating Committee.

“User Group” – All Subscribers utilizing the Joint Radio System microwave network.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024

DEPARTMENT: Technology Solutions

DIRECTOR: Roger Wright, Chief Information Officer

AGENDA ITEM: Interlocal Agreement between the City of Plano, the City of Allen, and the City of Lucas for the use of the Joint Radio Communications System.

RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve an Interlocal Agreement by and between the City of Plano, the City of Allen, and the City of Lucas for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**

PREVIOUS ACTION/PRESENTATION

October 11, 2010, City Council approved the Interlocal Agreement between the cities of Plano, Allen and Lucas for a five-year period, with an optional three-year automatic renewal.

November 12, 2018, City Council approved to ratify an extension of the Interlocal Cooperation Agreement between the Cities of Allen and Plano and the City of Lucas for the use of the Plano and Allen Radio Communications System.

September 23, 2019, City Council approved the Interlocal Agreement between the cities of Plano and Allen and the City of Lucas for a five-year period.

BACKGROUND

The cities of Plano, Allen, and Lucas entered into an Interlocal Agreement (ILA) in 2010 to provide public safety radio service for themselves and other entities in Collin County. Through this agreement, Plano and Allen own the primary master sites for the management of agency IDs and radio frequencies for the radio system. The City of Lucas is one of 15 agencies that rely on the radio services provided by Plano and Allen.

This ILA replaces the prior subscriber agreement while sustaining the existing rate structure on the Joint System Radio network and maintains the objective of ensuring cost neutrality for the cities of Plano and Allen.

After its initial one (1) year term, the ILA will automatically renew for successive one (1) year terms for four (4) years if required by the City of Lucas. The City of Lucas may terminate this ILA with or without cause by providing one hundred twenty (120) days written notice. (City of Plano Assigned Contract No. 2025-0027-I)

FINANCIAL SUMMARY/STRATEGIC GOALS

This request is to approve an Interlocal Agreement by and between the Cities of Plano, Allen, and Lucas for the Public Safety Radio Communications System. The agreement is for a one-year term with four (4) one-year automatic renewals unless one of the parties take action to terminate the agreement. The total

amount of fees collected from Lucas will fluctuate annually depending on the quantity of activated unit identification numbers (IDs). Based on the current number of activated unit IDs, the City of Lucas will pay an estimated \$26,520 annually for the 2024-25 through 2028-29 Budgets. The fees in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

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

ATTACHMENTS:

Description	Upload Date	Type
Interlocal Agreement	10/2/2024	Agreement

COMMUNICATIONS SYSTEMS AGREEMENT

CATEGORY 1- GOVERNMENT ENTITY

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **City of Plano (“Plano”)**, a Texas home-rule municipality, and **City of Allen (“Allen” together with Plano referred to as the “Cities)**, a Texas home-rule municipality, acting herein by and through their duly authorized City Managers, and **City of Lucas (“USER”)**, a Texas home-rule municipality, acting herein by and through its duly authorized representative, individually referred to as a “party”, collectively referred to herein as the “parties”. **Plano and Allen shall include all employees, directors, officers, agents and authorized representatives of Plano and Allen, respectively. USER shall include all employees, directors, officers and authorized representatives of USER.**

RECITALS

WHEREAS, this Agreement is made under the authority of Chapter 791 of the, Texas Government Code (the “Interlocal Cooperation Act”); and

WHEREAS, each governing body, in performing governmental functions or is paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of all parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the **Cities jointly own, operate and maintain the radio communications system** exclusive of the radios owned individually by each City (herein referred to as the “Joint Radio System”) for the purpose of providing Public Safety voice radio and data communications and are the sole license holders of the Joint Radio Systems with all privileges and responsibilities thereof.

NOW THEREFORE, the Cities and USER agree as follows:

1. GRANT OF LICENSE

The **Cities** hereby grants the **USER** specific permission to operate **USER's** owned or leased field radio equipment or equipment attached and/or interfaced to the Joint Radio System infrastructure in accordance with the specific details and requirements for use as set forth in "**Exhibit A, Terms of Use**" which is attached hereto, incorporated herein, and made a part of this Agreement for all nothing herein shall be construed as the creation of a partnership or joint enterprise between the **Cities and USER**.

2. TERM

This Initial Term of this Agreement shall commence on the last day of execution hereof (the "Effective Date") and continue for through September 30, 2025. This Agreement shall have the option to automatically renew for up to four (4) additional one (1) year terms beginning October 1 of each year ("Renewal Term") unless otherwise terminated in accordance with the provisions set forth herein and in "**Exhibit A**".

3. NON-APPROPRIATION OF FUNDS

The **Cities and USER will use the best efforts to appropriate sufficient funds to support obligations** under this Agreement. However, in the event that sufficient funds are not appropriated by party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other parties in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

4. RIGHT TO AUDIT

USER agrees that the **Cities shall, at no additional cost to the Cities, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records and communications of the USER involving transactions relating to this Agreement. USER** agrees that the **Cities shall have access during normal working hours to all necessary USER facilities and shall** be provided adequate and appropriated workspace in order to conduct audits in compliance with the provisions of this section. **The Cities shall give USER reasonable advance notice of intended audits.**

5. ASSIGNMENT

USER, shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the **Cities, such right shall be granted solely at the discretion of the Cities. Any assignment in violation of the provision shall be void.**

6. NO WAIVER

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

7. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, that neither **Cities nor USER** waives or surrender any of its governmental powers or immunities.

8. AMENDMENTS

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

9. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10. CONFIDENTIAL INFORMATION

To the extent permitted by law, **USER** for itself and its officers, agents and employees, agree that it shall treat all information provided to it by the **Cities as confidential ("City Information")** and shall not disclose any such information to a third party without the prior written approval of the **Cities, unless such disclosure required by law, rule, regulation, court order, in which event USER shall notify the Cities in writing of such requirement in a sufficient time to allow the Cities to seek** injunctive or other relief to prevent such disclosure. **USER** shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. **USER** shall notify the **Cities immediately if the security or integrity of any City Information has been compromised or is believed to have compromised.**

11. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockout, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state county or local government in accordance with applicable law.

12. NOTICES

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand –delivered to the other party, its agent, employees, servant or representatives, (2) delivered by facsimile with electronic confirmation of this transmission, or (3) received by the other party by United States Mail, registered, returned receipt requested, addressed as follows:

City of Plano	City of Allen	City of Lucas
Attn: Chief Information Officer	Attn: IT Director	Attn: City Manager
P.O. Box 860358	305 Century	665 Country Club
Plano, TX 75086	Allen, TX 75013	Lucas, TX 75002

13. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Collin County, Texas or the United States District Court for the Northern District of Texas McKinney Division. In any such action each party shall pay its own attorney’s fees, court costs and other expenses incurred as a result of the action.

14. SIGNATURE AUTHORITY

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

15. ENTIRETY OF AGREEMENT

This written instrument including all Exhibits attached hereto, contains the entire understanding and agreement between the Cities and USER as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement (ILA) between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts and each counterpart shall together constitute one and the same.

EXECUTED IN MULTIPLE ORIGINALS on this day of _____, 2024

CITY OF PLANO, TEXAS

BY: _____

Mark D. Israelson, City Manager

APPROVED AS TO FORM

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2024

by **MARK D ISRAELSON, City Manager of the CITY OF PLANO, a home-rule municipality,**

On behalf of such corporation.


Notary Public, State of Texas

EXECUTED IN MULTIPLE ORIGINALS on this day of September 12, 2024

CITY OF ALLEN, TEXAS

BY: 
Eric Ellwanger, City Manager

APPROVED AS TO FORM


Peter G Smith, CITY ATTORNEY

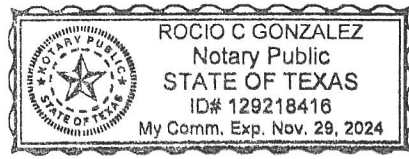
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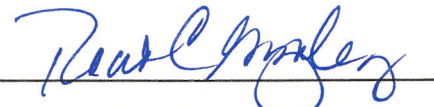
STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 12th day of September, 2024

By ERIC ELLWANGER, City Manager of the CITY OF ALLEN, TEXAS, a home-rule municipality, on behalf of such corporation.



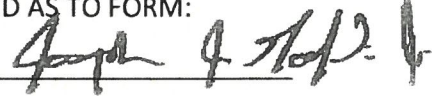

Notary Public, State of Texas

EXECUTED IN MULTIPLE ORIGINALS on this day of June 26, 2024

CITY OF LUCAS, TEXAS

BY: 
John Whitsell, City Manager

APPROVED AS TO FORM:


Joe Gorfida Jr., CITY ATTORNEY

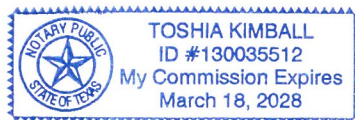
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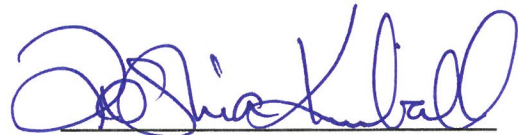
STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 26th day of June, 2024

By John Whitsell of the **CITY OF LUCAS, TEXAS**, a home-rule municipality, on behalf of such corporation.





Notary Public, State of Texas

CATEGORY TERMS OF USE

The terms of use are set forth below:

TERMS OF USE

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of the City of Plano Radio Division unless otherwise stated in this Agreement.
2. The City of Plano Radio Division is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the **City of Plano** Radio Division FCC license(s) or to the Radio Frequency spectrum used by the Joint Radio System.
3. The City of Plano Radio Division makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER's** equipment.
4. **USER** will be responsible for the acquisition, programming and maintenance of all equipment **USER** will be utilizing in connection with the Joint Radio System infrastructure, including, but **not** limited to, Subscriber Radio and special equipment.
5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radio intended for use by **USER** on the Joint Radio System shall be compliant with Project 25 Phase II standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Joint Radio System may result in suspended operation of the radios and /or termination of the Agreement.

The City of Plano operates a radio shop for the mutual benefit of all users of the Joint Radio System. The Radio Shop provides day to day system administration as well as

centralized shipping and receiving for all mobile and portable repairs. When radios return from repair, the Radio Shop verifies their operation and programs the unit as required. To ensure optimum Interoperability of thousands of radios on this network, infrastructure owners on this joint radio system are expected to have their radio programming done by the City of Plano Radio Shop. The use of any other vendors for this purpose, must be approved by the Plano Radio Shop. The Radio Shop offers a drive-up service to assist in troubleshooting radio issues in vehicles in addition to the functions outlined in item 23 of this ILA.

The Radio Shop is generally open Monday-Friday 7:30 am to 4:00 pm. If service is required after hours, the on-call technician will respond. After hour's responses shall be limited to service affecting system wide infrastructure or priority-restore at dispatch centers, fire station alerting, at the sole discretion of the Plano Radio Manager. Mobile and portable service is not available after hours or weekends.

6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER's** radios. The use of short, broad spectrum, or "stubby" antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilized short broad spectrum or stubby antennas or other antennas not approved by the manufacture for use with the specific models of **USER's** radio.
7. No antenna gains greater than 3 DB will be allowed for mobiles and Consolettes.
8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that **USER** radio or console causes a degradation to the Joint Radio System operation. The City of Plano Radio Division shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and /or interfaced to the Joint Radio System infrastructure, if the City of Plano Radio Division determines in its sole reasonable discretion that such equipment is causing interference or harm to the Joint Radio System in any way. The City of Plano Radio Division reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the City of Plano Radio Division. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the City of Plano Radio Division shall have right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally unintentionally, to any other radios on the Joint Radio System or to the Radio System overall operation.

9. **USER's** radios may be used for voice and data radio communications over the Joint Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this agreement remains in effect.
10. The City Plano Radio Division will be responsible for managing infrastructure loading and demand. The City of Plano Radio Division reserves the right, without notice to Incumbent users to enter into a similar agreement with other entities or to deny the addition of a new Subscriber Radio equipment to any user of the Joint Radio System. The City Plano Radio Division shall have discretion in determining whether to allow additional users or radios based on the Joint Radio Systems Coordination Committee determination of whether such addition to the Joint Radio System can be made without adversely impacting the Radio System.
11. **USER** is prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **User's** internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the Radio System.
12. Due to the radio infrastructure resource allocations required by "Private Call". **USER** is not permitted to utilize "Private Call" on the Joint Radio System.
13. **USER's** utilization of data communications on the Joint Radio System will be limited to the Radio Systems OTAP or OTAR functions. Performance of data communications over the Joint Radio System is not guaranteed. For programming changes involving more than ten Subscriber Radio's **USER's** agrees to coordinate with the Plano Radio Division prior to executing changes to minimize impact on other users and the Radio System.
14. The use of OTAR in association Subscriber Radio encryption is prohibited without prior approval of the City of Plano Radio Division. Administration of encryption keys will be performed by the City of Plano Radio Division. **USER** may utilize and administer other encryption methods as required.
15. The City of Plano Radio Division may provide **USER** with an Advanced System Key (ASK) for use with the **USER's** Subscriber Radio only. The ASK will expire annually and **USER** shall be responsible for requesting a new ASK 30 days prior to expiration, if one is required. **USER** will be responsible for safeguarding the security of the ASK to prevent theft and/or loss of the ASK.
16. The City of Plano Radio Division will assign the **USER** Talk Group ID's unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER's** agency. No other agency will be authorized to use **USER** Talk Groups without the express written

permission of **USER**, and a copy of such permission must be on file with the Plano Radio Division before such use may occur. The City of Plano Radio Division reserves the right to require certain Talk Group ID's to be programmed in **USER** radios. Additionally, the Plano Radio Division shall have the right to limit the number of Talk Group ID's to be used by **USER** based on the capacity of the Master Sites and network traffic.

17. The City of Plano Radio Division has established a coordinated Interoperable Communications Plan to apply to Joint Radio System and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios.
18. Roaming to other systems or the use of **USER's** Talk Groups on other trunked systems that are interconnected to the Joint Radio System is prohibited without prior approval by the City of Plano Radio Division. Roaming to other trunked systems will be limited to the Joint Radio Systems Interoperable Talk Groups, although this capability may be terminated by the City of Plano Radio Division if its use is determined to result in performance degradation to either the Joint Radio System or the interconnected trunked system.
19. The City of Plano Radio Division generally maintains aliases for units operating on the Joint Radio System. If the **USER** has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for administering and maintaining its own subscriber unit aliases. From that point, **USER** will be responsible for administering and maintaining its own subscriber unit aliases, and the Plano Radio Division will no longer administer and maintain the **USER's** subscriber unit aliases.

APPLICABLE FEES * TERMINATION: REFUNDS

20. **USER** shall pay The City of Plano Radio Division an annual Infrastructure Support Fee, per Subscriber Radio. This fee is payable in advance on an annual basis for all active radio ID's issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio ID's are issued or consoles added, and thereafter, at the beginning of each fiscal year. There will be no refunds or credits for radios or consoles removed from service during the fiscal year.

Subscribers shall pay the City of Plano (Radio Division) an annual Infrastructure Support fee in the amount of \$33.00 per radio/month, per Subscriber Radio or console, and a \$1.00 per radio/month network access fee, for a total of \$34.00 per month per radio/console. The monthly per Subscriber Radio support and network fee covers access to the primary master site in Plano and the back-up site in Allen and the following City of Plano Radio Division Services:

Radio Installation & Patching	Shipping & Receiving Devices
Loaner Program	Service & Repair
FCC License Management	Solution Engineering (Consultation)
Encryption & Key Management	Talk Group Assignment
Network Problem Resolution	Service Center
Network Upgrade Management	Tower Operation & Maintenance on-call
Radio Monitoring	Support (7 x 24 x 365)

21. The City of Plano Radio Division shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by the City of Plano Radio Division in the operation or maintenance The City of Joint Radio System. Any increase in applicable fees will be effective at the beginning of the next Plan Radio Division fiscal year. The City Plano Radio Division shall provide USER with 120-day written notice of any intended fee increase provided however, that this notice period may be less than 120 days if Motorola Solutions provides the City of Plano Radio Division with less than 90-day notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact USER’s obligation to pay the increased fee.

TERM

22. Either **USER** or the City of Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon one hundred twenty (120) days written notice to the other party. If **USER** terminates there will be no refunds or credits for any fee. If the City of Plano Radio Division terminates, the City of Plano Radio Division will issue a refund to the **USER** of all fees, pro-rated to the end of the current fiscal year. The City of Plano Radio Division, in its sole discretion shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The City of Plano Radio Division further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of USER misuse of the Joint Radio System Notwithstanding the foregoing, the City of Plano Radio Division, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue or other critical incident between the Master Switch and the **USER**’s environment. The City of Plano Radio Division will use best efforts to restore access to the **USER** as soon as possible once the security breach, emergency, operational issue or critical incident is resolved.

COMPLIANCE WITH LAWS

23. The **USER** shall comply with all current and future Federal, State and Local laws, Ordinances, and Mandates including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the City of Plano Radio Division (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.
24. In order to comply with Federal, State and Local Laws and/or Mandates, the City of Plano Radio Division, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the City of Plano Radio Division to facilitate such activities on **USER's** behalf as necessary.
25. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER's** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the City of Plano Radio Division, or its designee, with the serial number(s) and radio IDs of Subscriber Radio equipment to be replaced, as well as the serial number(s) of the new radio equipment. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

The following definitions shall have the meaning set forth below and apply to this agreement:

DEFINITIONS

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the Joint Radio System Master Switches.

“Joint Radio System Coordinating Committee (“Coordinating Committee”) shall mean that group of individuals tasked with maintaining and administering the Joint Radio System infrastructure and selecting a Technical Committee. The Coordinating Committee shall determine and may periodically adjust the number of members and the method for selecting members.

“Infrastructure Support Fee” shall mean the annual fee charged by the City of Plano Radio Division to offset costs incurred in the operation and maintenance of the Joint Radio System.

“Interoperable Communications Plan” (The Plan) means the plan developed and established by the Plano Radio Division and the Coordinating Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System Master Switches.

“Master Switch” shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Joint Radio System. The primary Master Switch is currently located at the City of Plano Radio Division facility and the back-up facility in Allen.

“Over The Air Rekeying” (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

“Over The Air Programming” (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Joint Radio System.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the Joint Radio System Master Switches.

“Subscriber Radio” shall mean a radio that has a unique identification number and is programmed to operate on the Joint Radio System. The term shall include, but not be limited to control stations (desk top radios) consoles, mobile and portable radios.

“Talk Group” shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee”- A committee consisting of representative(s) appointed by Plano and Allen owners of the Joint Radio System. This group will function as advisers to the Coordinating Committee regarding technology, new Subscribers, microwave network capacity planning, communication plan and tasks assigned by the Coordinating Committee.

“User Group” – All Subscribers utilizing the Joint Radio System microwave network.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024
DEPARTMENT: Technology Solutions
DIRECTOR: Roger Wright, Chief Information Officer
AGENDA ITEM: Interlocal Agreement between the City of Plano, the City of Allen, and Texas Health Plano for the Joint Radio Communications System.
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve an Interlocal Agreement by and between the City of Plano, the City of Allen, and Texas Health Plano for the use of the Plano and Allen Joint Radio Communications System; and authorizing the City Manager to execute all necessary documents. **Approved**

PREVIOUS ACTION/PRESENTATION

October 7, 2019, City Council approved the Interlocal Agreement between the cities of Plano and Allen and Texas Health Plano for a five-year period.

BACKGROUND

The cities of Plano, Allen, and Texas Health Plano entered into an Interlocal Agreement (ILA) in 2019 to provide public safety radio service for themselves and other entities in Collin County. Through this agreement, Plano and Allen own the primary master sites for the management of agency IDs and radio frequencies for the radio system. Texas Health Plano is one of 15 agencies that rely on the radio services provided by Plano and Allen.

This ILA replaces the prior subscriber agreement while sustaining the existing rate structure on the Joint System Radio network and maintains the objective of ensuring cost neutrality for the cities of Plano and Allen. The decrease in fees from the previous ILA is attributed to a reduction in the number of active radios used by Texas Health Plano.

After its initial one (1) year term, the ILA will automatically renew for successive one (1) year terms for four (4) years if required by Texas Health Plano. Texas Health Plano may terminate this ILA with or without cause by providing one hundred twenty (120) days written notice. (City of Plano Assigned Contract No. 2025-0015-I)

FINANCIAL SUMMARY/STRATEGIC GOALS

This request is to approve an Interlocal Agreement by and between the Cities of Plano and Allen and Texas Health Plano for the Public Safety Radio Communications System. The agreement is for a one-year term with four (4) one-year automatic renewals unless one of the parties take action to terminate the agreement. The total amount of fees collected from Texas Health Plano will fluctuate annually depending on the quantity of activated unit identification numbers (IDs). Based on the current number of activated unit IDs, Texas Health Plano will pay an estimated \$1,632 annually for the 2024-25 through 2028-29 Budgets. The fees in the Intergovernmental Radio Fund are earmarked for repairs, upgrades, and other enhancements to the Joint Radio System.

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

ATTACHMENTS:

Description	Upload Date	Type
Interlocal Agreement	10/2/2024	Agreement

COMMUNICATIONS SYSTEMS AGREEMENT

CATEGORY 1- GOVERNMENT ENTITY

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **City of Plano (“Plano”)**, a Texas home-rule municipality, and **City of Allen (“Allen” together with Plano referred to as the “Cities), a Texas home-rule municipality,** acting herein by and through their duly authorized City Managers, and **Texas Health Plano (“USER”),** acting herein by and through its duly authorized representative, individually referred to as a “party”, collectively referred to herein as the “parties”. **Plano and Allen shall include all employees, directors, officers, agents and authorized representatives of Plano and Allen, respectively. USER shall include all employees, directors, officers and authorized representatives of USER.**

RECITALS

WHEREAS, this Agreement is made under the authority of Chapter 791 of the, Texas Government Code (the “Interlocal Cooperation Act”); and

WHEREAS, each governing body, in performing governmental functions or is paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of all parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the **Cities jointly own, operate and maintain the radio communications system** exclusive of the radios owned individually by each City (herein referred to as the “Joint Radio System”) for the purpose of providing Public Safety voice radio and data communications and are the sole license holders of the Joint Radio Systems with all privileges and responsibilities thereof.

NOW THEREFORE, the Cities and USER agree as follows:

1. GRANT OF LICENSE

The **Cities** hereby grants the **USER** specific permission to operate **USER's** owned or leased field radio equipment or equipment attached and/or interfaced to the Joint Radio System infrastructure in accordance with the specific details and requirements for use as set forth in "**Exhibit A, Terms of Use**" which is attached hereto, incorporated herein, and made a part of this Agreement for all nothing herein shall be construed as the creation of a partnership or joint enterprise between the **Cities and USER**.

2. TERM

This Agreement shall begin upon the last day execution by all authorized Parties ("Execution Date" and shall continue in full force and effect for a period of one year (the "Initial Term). After that Initial Term, this Agreement shall automatically renew for successive one-year terms for four additional years unless otherwise terminated in accordance with the provisions set forth herein and in "**Exhibit A**".

3. NON-APPROPRIATION OF FUNDS

The **Cities and USER will use the best efforts to appropriate sufficient funds to support obligations** under this Agreement. However, in the event that sufficient funds are not appropriated by party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other parties in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

4. RIGHT TO AUDIT

USER agrees that the Cities shall, at no additional cost to the Cities, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records and communications of the USER involving transactions relating to this Agreement. USER agrees that the Cities shall have access during normal working hours to all necessary USER facilities and shall be provided adequate and appropriated workspace in order to conduct audits in compliance with the provisions of this section. The Cities shall give USER reasonable advance notice of intended audits.

5. ASSIGNMENT

USER, shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the Cities, such right shall be granted solely at the discretion of the Cities. Any assignment in violation of the provision shall be void.

6. NO WAIVER

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

7. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, that neither **Cities nor USER** waives or surrender any of its governmental powers or immunities.

8. AMENDMENTS

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

9. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10. CONFIDENTIAL INFORMATION

To the extent permitted by law, **USER** for itself and its officers, agents and employees, agree that it shall treat all information provided to it by the **Cities as confidential ("City Information")** and shall not disclose any such information to a third party without the prior written approval of the **Cities, unless such disclosure required by law, rule, regulation, court order, in which event USER shall notify the Cities in writing of such requirement in a sufficient time to allow the Cities to seek** injunctive or other relief to prevent such disclosure. **USER** shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. **USER** shall notify the **Cities immediately if the security or integrity of any City Information has been compromised or is believed to have compromised.**

11. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockout, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state county or local government in accordance with applicable law.

12. NOTICES

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand –delivered to the other party, its agent, employees, servant or representatives, (2) delivered by facsimile with electronic confirmation of this transmission, or (3) received by the other party by United States Mail, registered, returned receipt requested, addressed as follows:

City of Plano	City of Allen	Texas Health Plano
Attn: Chief Information Officer	Attn: IT Director	Attn: Facilities Director
P.O. Box 860358	305 Century	6200 W. Parker Road
Plano, TX 75086	Allen, TX 75013	Plano, TX 75093

13. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Collin County, Texas or the United States District Court for the Northern District of Texas McKinney Division. In any such action each party shall pay its own attorney’s fees, court costs and other expenses incurred as a result of the action.

14. SIGNATURE AUTHORITY

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

15. ENTIRETY OF AGREEMENT

This written instrument including all Exhibits attached hereto, contains the entire understanding and agreement between the Cities and USER as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement (ILA) between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts and each counterpart shall together constitute one and the same.

EXECUTED IN MULTIPLE ORIGINALS on this day of _____, 2024

CITY OF PLANO, TEXAS

BY: _____

Mark D. Israelson, City Manager

APPROVED AS TO FORM

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2024

by **MARK D ISRAELSON**, City Manager of the **CITY OF PLANO**, a home-rule municipality,

On behalf of such corporation.

Notary Public, State of Texas

EXECUTED IN MULTIPLE ORIGINALS on this day of September 12, 2024

CITY OF ALLEN, TEXAS

BY: E. Ellwanger
Eric Ellwanger, City Manager

APPROVED AS TO FORM

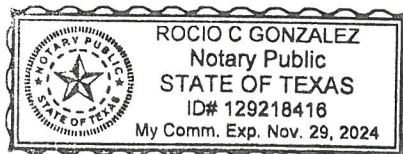
Peter G Smith
Peter G Smith, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 12th day of September, 2024
By **ERIC ELLWANGER**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on
behalf of such corporation.



Rocio Gonzalez
Notary Public, State of Texas

EXECUTED IN MULTIPLE ORIGINALS on this day of August 6th, 2024

TEXAS HEALTH PLANO, TEXAS

BY: 

Jeremy Rogers, Facilities Director

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 6th day of August, 2024

By Jeremy Rogers of the Texas Health Plano, TEXAS, on behalf of such corporation.



Notary Public, State of Texas



EXHIBIT A
CATEGORY TERMS OF USE

The terms of use are set forth below:

TERMS OF USE

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of the City of Plano Radio Division unless otherwise stated in this Agreement.
2. The City of Plano Radio Division is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the **City of Plano** Radio Division FCC license(s) or to the Radio Frequency spectrum used by the Joint Radio System.
3. The City of Plano Radio Division makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER's** equipment.
4. **USER** will be responsible for the acquisition, programming and maintenance of all equipment **USER** will be utilizing in connection with the Joint Radio System infrastructure, including, but **not** limited to, Subscriber Radio and special equipment.
5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radio intended for use by **USER** on the Joint Radio System shall be compliant with Project 25 Phase II standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Joint Radio System may result in suspended operation of the radios and /or termination of the Agreement.

The City of Plano operates a radio shop for the mutual benefit of all users of the Joint Radio System. The Radio Shop provides day to day system administration as well as centralized shipping and receiving for all mobile and portable repairs. When radios return from repair, the Radio Shop verifies their operation and programs the unit as required. To

ensure optimum Interoperability of thousands of radios on this network, infrastructure owners on this joint radio system are expected to have their radio programming done by the City of Plano Radio Shop. The use of any other vendors for this purpose, must be approved by the Plano Radio Shop. The Radio Shop offers a drive-up service to assist in troubleshooting radio issues in vehicles in addition to the functions outlined in item 23 of this ILA.

The Radio Shop is generally open Monday-Friday 7:30 am to 4:00 pm. If service is required after hours, the on-call technician will respond. After hour's responses shall be limited to service affecting system wide infrastructure or priority-restore at dispatch centers, fire station alerting, at the sole discretion of the Plano Radio Manager. Mobile and portable service is not available after hours or weekends.

6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER's** radios. The use of short, broad spectrum, or "stubby" antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilized short broad spectrum or stubby antennas or other antennas not approved by the manufacture for use with the specific models of **USER's** radio.
7. No antenna gains greater than 3 DB will be allowed for mobiles and Consolettes.
8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that **USER** radio or console causes a degradation to the Joint Radio System operation. The City of Plano Radio Division shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and /or interfaced to the Joint Radio System infrastructure, if the City of Plano Radio Division determines in its sole reasonable discretion that such equipment is causing interference or harm to the Joint Radio System in any way. The City of Plano Radio Division reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the City of Plano Radio Division. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the City of Plano Radio Division shall have right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally unintentionally, to any other radios on the Joint Radio System or to the Radio System overall operation.

9. **USER's** radios may be used for voice and data radio communications over the Joint Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this agreement remains in effect.
10. The City Plano Radio Division will be responsible for managing infrastructure loading and demand. The City of Plano Radio Division reserves the right, without notice to Incumbent users to enter into a similar agreement with other entities or to deny the addition of a new Subscriber Radio equipment to any user of the Joint Radio System. The City Plano Radio Division shall have discretion in determining whether to allow additional users or radios based on the Joint Radio Systems Coordination Committee determination of whether such addition to the Joint Radio System can be made without adversely impacting the Radio System.
11. **USER** is prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **User's** internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the Radio System.
12. Due to the radio infrastructure resource allocations required by "Private Call". **USER** is not permitted to utilize "Private Call" on the Joint Radio System.
13. **USER's** utilization of data communications on the Joint Radio System will be limited to the Radio Systems OTAP or OTAR functions. Performance of data communications over the Joint Radio System is not guaranteed. For programming changes involving more than ten Subscriber Radio's **USER's** agrees to coordinate with the Plano Radio Division prior to executing changes to minimize impact on other users and the Radio System.
14. The use of OTAR in association Subscriber Radio encryption is prohibited without prior approval of the City of Plano Radio Division. Administration of encryption keys will be performed by the City of Plano Radio Division. **USER** may utilize and administer other encryption methods as required.
15. The City of Plano Radio Division may provide **USER** with an Advanced System Key (ASK) for use with the **USER's** Subscriber Radio only. The ASK will expire annually and **USER** shall be responsible for requesting a new ASK 30 days prior to expiration, if one is required. **USER** will be responsible for safeguarding the security of the ASK to prevent theft and/or loss of the ASK.
16. The City of Plano Radio Division will assign the **USER** Talk Group ID's unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER's** agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the Plano Radio

Division before such use may occur. The City of Plano Radio Division reserves the right to require certain Talk Group ID's to be programmed in **USER** radios. Additionally, the Plano Radio Division shall have the right to limit the number of Talk Group ID's to be used by **USER** based on the capacity of the Master Sites and network traffic.

17. The City of Plano Radio Division has established a coordinated Interoperable Communications Plan to apply to Joint Radio System and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios.
18. Roaming to other systems or the use of **USER's** Talk Groups on other trunked systems that are interconnected to the Joint Radio System is prohibited without prior approval by the City of Plano Radio Division. Roaming to other trunked systems will be limited to the Joint Radio Systems Interoperable Talk Groups, although this capability may be terminated by the City of Plano Radio Division if its use is determined to result in performance degradation to either the Joint Radio System or the interconnected trunked system.
19. The City of Plano Radio Division generally maintains aliases for units operating on the Joint Radio System. If the **USER** has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for administering and maintaining its own subscriber unit aliases. From that point, **USER** will be responsible for administering and maintaining its own subscriber unit aliases, and the Plano Radio Division will no longer administer and maintain the **USER's** subscriber unit aliases.

APPLICABLE FEES * TERMINATION: REFUNDS

20. **USER** shall pay The City of Plano Radio Division an annual Infrastructure Support Fee, per Subscriber Radio. This fee is payable in advance on an annual basis for all active radio ID's issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio ID's are issued or consoles added, and thereafter, at the beginning of each fiscal year. There will be no refunds or credits for radios or consoles removed from service during the fiscal year.

Subscribers shall pay the City of Plano (Radio Division) an annual Infrastructure Support fee in the amount of \$33.00 per radio/month, per Subscriber Radio or console, and a \$1.00 per radio/month network access fee, for a total of \$34.00 per month per radio/console. The monthly per Subscriber Radio support and network fee covers access to the primary master site in Plano and the back-up site in Allen and the following City of Plano Radio Division Services:

Radio Installation & Patching	Shipping & Receiving Devices
Loaner Program	Service & Repair
FCC License Management	Solution Engineering (Consultation)
Encryption & Key Management	Talk Group Assignment
Network Problem Resolution	Service Center
Network Upgrade Management	Tower Operation & Maintenance on-call
Radio Monitoring	Support (7 x 24 x 365)

21. The City of Plano Radio Division shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by the City of Plano Radio Division in the operation or maintenance The City of Joint Radio System. Any increase in applicable fees will be effective at the beginning of the next Plan Radio Division fiscal year. The City Plano Radio Division shall provide USER with 120-day written notice of any intended fee increase provided however, that this notice period may be less than 120 days if Motorola Solutions provides the City of Plano Radio Division with less than 90-day notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact USER’s obligation to pay the increased fee.

TERM

22. Either **USER** or the City of Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon one hundred twenty (120) days written notice to the other party. If **USER** terminates there will be no refunds or credits for any fee. If the City of Plano Radio Division terminates, the City of Plano Radio Division will issue a refund to the **USER** of all fees, pro-rated to the end of the current fiscal year. The City of Plano Radio Division, in its sole discretion shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The City of Plano Radio Division further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of USER misuse of the Joint Radio System Notwithstanding the foregoing, the City of Plano Radio Division, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue or other critical incident between the Master Switch and the **USER**’s environment. The City of Plano Radio Division will use best efforts to restore access to the **USER** as soon as possible once the security breach, emergency, operational issue or critical incident is resolved.

COMPLIANCE WITH LAWS

23. The **USER** shall comply with all current and future Federal, State and Local laws, Ordinances, and Mandates including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the City of Plano Radio Division (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.
24. In order to comply with Federal, State and Local Laws and/or Mandates, the City of Plano Radio Division, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the City of Plano Radio Division to facilitate such activities on **USER's** behalf as necessary.
25. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER's** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the City of Plano Radio Division, or its designee, with the serial number(s) and radio IDs of Subscriber Radio equipment to be replaced, as well as the serial number(s) of the new radio equipment. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

The following definitions shall have the meaning set forth below and apply to this agreement:

DEFINITIONS

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the Joint Radio System Master Switches.

“Joint Radio System Coordinating Committee (“Coordinating Committee”) shall mean that group of individuals tasked with maintaining and administering the Joint Radio System infrastructure and selecting a Technical Committee. The Coordinating Committee shall determine and may periodically adjust the number of members and the method for selecting members.

“Infrastructure Support Fee” shall mean the annual fee charged by the City of Plano Radio Division to offset costs incurred in the operation and maintenance of the Joint Radio System.

“Interoperable Communications Plan” (The Plan) means the plan developed and established by the Plano Radio Division and the Coordinating Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System Master Switches.

“Master Switch” shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Joint Radio System. The primary Master Switch is currently located at the City of Plano Radio Division facility and the back-up facility in Allen.

“Over The Air Rekeying” (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

“Over The Air Programming” (“OTAP”) shall mean the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Joint Radio System.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the Joint Radio System Master Switches.

“Subscriber Radio” shall mean a radio that has a unique identification number and is programmed to operate on the Joint Radio System. The term shall include, but not be limited to control stations (desk top radios) consoles, mobile and portable radios.

“Talk Group” shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee”- A committee consisting of representative(s) appointed by Plano and Allen owners of the Joint Radio System. This group will function as advisers to the Coordinating Committee regarding technology, new Subscribers, microwave network capacity planning, communication plan and tasks assigned by the Coordinating Committee.

“User Group” – All Subscribers utilizing the Joint Radio System microwave network.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024
DEPARTMENT: Police
DIRECTOR: Ed Drain, Chief of Police
AGENDA ITEM: Matching Funds for FY 24/25 TxDot Traffic Safety Grant
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

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. **Adopted Resolution No. 2024-10-1(R)**

BACKGROUND

In 2002, we applied to the Texas Department of Transportation (TxDOT) for grant funds to place additional enforcement at several problem intersections where red light crashes were resulting in injuries and deaths.

We are requesting approval to accept the FY 24/25 grant of \$153,805.58 for traffic enforcement, \$33,832.43 of which will be the required City match (\$119,973.15 in federal funds and \$33,832.43 in local funds). This grant is a 78%/22% matching grant.

We are requesting the match in hard dollars for salaries and benefits in the amount of \$33,832.43 be funded from the Traffic Safety Fund.

The grant will fund added speed and intersection enforcement at documented high crash locations throughout the City.

Traffic safety is one of our four Performance Measures. If funding is not approved, the Police Department's traffic enforcement activities will be adversely impacted and the state's matching funds will be forfeited.

FINANCIAL SUMMARY/STRATEGIC GOALS

The grant contract, if approved, provides an 78% STEP Grant reimbursement, in the estimated annual amount of \$119,973 from TXDOT to reimburse police officer overtime expenditures, benefits, operating expenditures, and administrative support related to enforcing traffic intersection laws during FY 2024-25. The required City "match" of 2024-25 expenditures, at 22%, totals approximately \$33,832, which will be included within the 2024-25 Traffic Safety Fund Budget.

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

ATTACHMENTS:

Description	Upload Date	Type
STEP Grant Resolution	10/2/2024	Resolution
EXHIBIT A - STEP Grant Agreement	10/8/2024	Agreement

A Resolution of the City of Plano, Texas, authorizing 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.

WHEREAS, the City of Plano has applied for and been awarded a grant through the State of Texas and the Texas Highway Traffic Safety Program that provides funding for Intersection Traffic Control (ITC) projects as part of a Selective Traffic Enforcement Program (STEP), the purpose of which is to reduce fatalities, injuries, and crashes at intersections in Plano where there is a history of high frequency crashes and where traffic is regulated by a traffic signal light; and

WHEREAS, the City Council of the City of Plano has been presented a proposed Grant Agreement by and between the City of Plano and the State of Texas, acting by and through the Texas Department of Transportation, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Grant Agreement"); and

WHEREAS, upon full consideration of all matters attendant and related thereto, the City Council of the City of Plano is of the opinion that participation in and receipt of funding through the Texas Highway Traffic Safety Program, PIN 17560006409000, for the purpose of conducting an Intersection Traffic Control (ITC) project is in the best interest of the City and its citizens, and that the City Manager or his authorized designee should be authorized to execute the Grant Agreement and any other documents necessary for such participation in and receipt of funding through the Texas Highway Traffic Safety Program.

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

Section I. Participation in and receipt of funding through the Texas Highway Traffic Safety Program by the City of Plano and the terms and conditions of the Grant Agreement, having been found to be acceptable and in the best interest of the City of Plano by the City Council, is hereby in all things approved.

Section II. The City Manager, or his authorized designee, is hereby authorized to execute the Grant Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective from and after its passage.

PASSED AND APPROVED on the 14th day of October, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Texas Traffic Safety eGrants

Fiscal Year 2025

Organization Name: City of Plano Police Department

Legal Name: City of Plano

Payee Identification Number: 17560006409000

Project Title: STEP Comprehensive

ID: 2025-PlanoPD-S-1YG-00099

Period: 10/01/2024 to 09/30/2025

GENERAL INFORMATION

Project Title:STEP Comprehensive

Project Description:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's
2. Spring Break
3. Memorial Day
4. Independence Day
5. Labor Day

STEP Mobilization Calendar is available on [eGrantsHelp page](#)

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	:Mark Isrealson
Title	:City Manager
Address	:1520 Ave K
City	:Plano
State	:Texas
Zip Code	:75074
Phone Number	:972-941-7749
Fax Number	:
E-mail address	:marki@plano.gov

RISK ASSESSMENT SUBGRANTEE

- | | |
|---|------------|
| 1. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the current fiscal year | 1 |
| 2. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the previous fiscal year | 1 |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | No |
| 4. When did the agency update its grant operating policies and procedures | 11/29/2018 |
| 5. Has your agency ever terminated a grant project prior to the grant year ending? | No |
| 6. Number of total personnel to be hired (new or previous) to work on this project (Not including volunteers or non-paid staff) | 45 |
| 7. Will the personnel working on this grant splitting time on multiple projects? | No |

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Behavioral Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly

provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.
2. An increase to a salary amount stated in the budget is not considered an overrun. An underrun elsewhere in the budget may not be used to fund an increase to a stated salary amount.
3. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
4. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
5. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
6. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in

accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If

performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
 - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
 - 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures

by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The

Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
 2. There is a written thirty (30) day notice by either party; or
 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310-.316, 200.318-.327.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of

Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government);
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions
- D. The Subgrantee shall follow all other parts of the Department's DBE program. Information can be found at web address <https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions.html>
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material

breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered

transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts

under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.
- B. The Subgrantee agrees that it shall:
 - 1. In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from SAM. The UEI is a 12-character, alphanumeric value.
 - 2. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part

200.

- B. If threshold expenditures of \$1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov
- C. If expenditures are less than \$1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at

no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

COUNTY SERVED

Collin County - Dallas District
Denton County - Dallas District

POLITICAL DISTRICT SERVED

U.S. Congress* Congressional District 3
Congressional District 24

Texas Senate* Texas Senate District 8
Texas Senate District 12

Texas House* Texas House of Representatives District 67
Texas House of Representatives District 68

GOALS AND STRATEGIES

- Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, injuries and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.
- Goal:** To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of DWI laws.
- Goal:** To increase occupant restraint use, including child-safety seats, in all passenger vehicles and trucks.
- Strategy:** Increase and sustain high visibility enforcement of occupant protection laws.
- Goal:** To reduce the number of speed-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of speed-related laws.
- Goal:** To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
- Goal:** To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

I agree to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click [here](https://egrants.bts.txdot.gov/_Upload/1281453_341467-STEP2025ZoneCombined.pdf) to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number. https://egrants.bts.txdot.gov/_Upload/1281453_341467-STEP2025ZoneCombined.pdf

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note for Arrests/Citations and Written Warnings: Baseline data used must be no older than 2020.

Note KA Crashes: KA crash data is provided to subgrantees through the RFP document. Each jurisdiction is provided with corresponding KA crash numbers based on a three-year rolling average. County-level agencies should use the data from "Rural X County."

Baseline Year for Arrests/Citations and Written Warnings (12 months)

From 12/1/2022 To 12/1/2023

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	808	0	19
Speed	12029	9163	29
Safety Belt	54	34	14
Child Safety Seat	67	24	
Intersection Traffic Control (ITC)	2033	2151	37
Distracted Driving Citations	21	41	
Other Elements	18055	12357	

If you have additional attachments, provide them on the "Attachments" page.

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes to	17	
Reduce the number of Speed-related KA crashes to	27	
Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	12	
Reduce the number of ITC-related KA crashes to	35	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of five (5) presentations
- b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

ENFORCEMENT ZONES

Zone Name : Zone 1
Zone Description : Alma Dr is west boundary. Service Rd of SH190 is south boundary. Parker Rd is North boundary. Ave K is the east boundary.
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1281471_341453-STEP2025Zone1.pdf
Additional Documentation :

ENFORCEMENT ZONES

Zone Name : Zone 2
Zone Description : Alma Dr is West boundary. Legacy Dr/Chase Oaks Blvd is north boundary. Ave K is east boundary. Parker Rd is south boundary.
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1281472_341453-STEP2025Zone2.pdf
Additional Documentation :

AGENCY INFORMATION

Agency Contacts

- | | |
|--|-----------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Ed Drain |
| 2. How many years has that person held that position at this agency? | 3 |
| 3. Who is the person in charge of training at your department? | Sgt. Kanvin Ravin |
| 4. Please provide their work email and telephone number. | 972-941-0257 kanvinr |
| 5. What is the name of the person in charge of your department's official social media accounts? | Jennifer Chapman |
| 6. Please provide their work email and telephone number. | 972-941-2433 Jennifer |

Service Data

- | | |
|--|--------|
| 1. What is the size in square miles of your department's service area? | 72.04 |
| 2. What is the latest estimated population of your service area? | 287000 |
| 3. How many sworn officer positions is your agency authorized? | 417 |
| 4. How many of those positions are currently filled? | 417 |
| 5. How many total calls for service did your agency log in the past 12 months? | 250000 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 5066 |
| 7. How many total vehicle stops did your agency make in the past 12 months? | 68234 |

BTS Program Area

City of Plano Police Department
STEP Comprehensive 2025

1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? No
2. Does your department have a traffic unit? Yes
3. Does your department have a DWI unit? No
4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? Yes
5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? Yes
6. Does your department have at least one data analyst? Yes
7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? Yes
8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? No
9. Are there any officially designated bicycle routes in your service area? No
10. Are there ride-sharing options available in your community such as Lyft or Uber? Yes

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 1485								
Overtime Regular Time								
For sections B (PI&E) and C (Administrative Duties) on this page, check the Over Time and/or Regular Time below that apply to those duties. If there are no duties in B and C, leave both boxes unchecked								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
A. Enforcement								
Officers/Deputies:	1188		\$77.990	\$92,652.12		\$92,652.12	18.2%	\$16,862.69
Sergeants:	297		\$91.990	\$27,321.03		\$27,321.03	18.2%	\$4,972.43
Lieutenants/Other:			\$0				%	\$0
B. PI&E Activities								
PI&E Activities:							%	
C. Administrative Duties								
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$119,973.15	\$0	\$119,973.15		\$21,835.11
Category	TxDOT	%	Match	%	Total			
Salaries:	\$119,973.15	100.00%	\$0	0.00%	\$119,973.15			
Fringe Benefits:	\$0	0.00%	\$21,835.11	100.00%	\$21,835.11			
Breakdown of Fringe Percentages: TMRS--16.75 Medicare--1.45	Details of regular time, if included in any of the above hours :							

INDIRECT COST - 800

Description	10% allowed
File Upload	
Proposed Percentage	10%
Apply the Indirect Cost Rate to:	X (100) Salaries - \$119,973.15
	(200) Fringe Benefits - \$21,835.11
	(300) Travel and Per Diem - Non-enforcement Travel - \$0 / STEP
	Enforcement Mileage - \$0
	(400) Equipment - \$0
	(500) Supplies - \$0
	(600) Contractual Services - \$0
	(700) Other Miscellaneous - \$0
Total Selected Amount	\$119,973.15
Exemption Amount	
Exemption Reason	
Eligible Amount	\$119,973.15
Total Cost	\$11,997.32

Please enter allocation amount per items entered in the following fields.
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match		100.00%
Total	\$11,997.32	

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$119,973.15	\$0	\$119,973.15
(200)	Fringe Benefits	\$0	\$21,835.11	\$21,835.11
	Category I Sub-Total	\$119,973.15	\$21,835.11	
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$119,973.15	\$21,835.11	\$141,808.26
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$11,997.32	\$11,997.32
Summary				
	Total Labor Costs	\$119,973.15	\$21,835.11	\$141,808.26
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$11,997.32	\$11,997.32
	Grand Total	\$119,973.15	\$33,832.43	\$153,805.58
	Fund Sources (Percent Share)	78.00%	22.00%	



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024
DEPARTMENT: Budget
DIRECTOR: Karen Rhodes-Whitley, Director of Budget and Research
AGENDA ITEM: Carry-Forward Ordinance FY 2023-24 to FY 2024-25
RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To approve the carrying-forward of certain fiscal year 2023-24 funds to fiscal year 2024-25; and providing an effective date. **Adopted as amended Ordinance No. 2024-10-3**

BACKGROUND

On the evening of Monday, October 14, 2024, the City Council is scheduled to review and adopt the FY 2024-25 Carry-Forward list. The list totals \$1,924,927 for the General Fund and \$2,356,349 for all funds. Items included on the Carry-Forward list are projects not completed in FY 2023-24 and have not been encumbered as of 9/30/24. The funding for these projects needs to be carried-forward into FY 2024-25 for completion of the projects.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funds are available from the FY 2023-24 approved budget in the listed funds as carry-forwards into FY 2024-25 for the completion of various projects and other purchases.

Approval of the Carry-Forward list relates to the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Carry Forward FY 2023-24 to FY 2024-25 Ordinance	10/1/2024	Ordinance
Carry Forward List FY 2024-25	10/1/2024	Attachment

An Ordinance of the City of Plano, Texas, approving the carrying-forward of certain fiscal year 2023-24 funds to fiscal year 2024-25; and providing an effective date.

WHEREAS, on September 9, 2024, the City Council approved the Operating Budget for fiscal year 2024-25 by passing Ordinance No. 2024-9-5; and

WHEREAS, State law provides that cities have the authority to carry-forward funds from the previous fiscal year to the current fiscal year; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that it is in the best interest of the City and its citizens to carry-forward remaining funds from fiscal year 2023-24 to fiscal year 2024-25.

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

Section I. Subject to the applicable provisions of State law and the City Charter, the City Council hereby approves carrying-forward the funds listed below from the fiscal year 2023-24 Budget to the fiscal year 2024-25 Budget:

- | | | |
|----|---------------------------|-------------|
| A. | General Fund | \$1,924,927 |
| B. | Convention & Tourism Fund | \$431,422 |

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

PASSED AND APPROVED on the 14th day of October, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**CARRY FORWARD REQUESTS
2023-24 FUNDS TO 2024-25**

10/01/24

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes: From	To	Approval Amount	Approved/ Hold/ No	Comments
BUDGETED PROJECTS/ ITEMS									
352	Facilities Maintenance	3/4 Ton Pickup Truck	\$ 53,254	A vehicle was included with the Sr. Construction Coordinator position approved via Supplement #352001. The pickup has been requested; however, it has not been received. As a result, Facilities is requesting to carry forward \$53,254 to FY 2024-25.	Various	Various	\$ 53,254		A portion of Supplement #352001 from FY 2023-24; Fleet CRO #440573
552	Plano Fire-Rescue	Ambulances	\$ 1,345,998	Plano Fire-Rescue is requesting to carry forward \$1,345,998 to FY 2024-25. Funding is for three (3) new ambulances. Fleet encountered manufacturing delays. Estimated delivery is August 1, 2025.	552.8416	552.8416	\$ 1,345,998		
619	Neighborhood Services	Day Labor Center Upgrades	\$ 14,500	Neighborhood Services is requesting to carry forward \$14,500 for one-time costs associated with technology upgrades needed at the Day Labor Center. The acquisition of these items was delayed in an effort to work with Technology Solutions on a resolution using existing technology. However, replacing existing devices was the ultimate recommendation for a long-term solution and a solution that will work seamlessly with the upcoming Salesforce upgrade. We are currently in the process of selecting the Salesforce vendor with Technology Solutions and anticipate completing this project late Spring 2025.	619.6312	619.6312	\$ 14,500		
619	Neighborhood Services	ConnectPlano Feasibility Study - Community Events	\$ 10,000	This carry-forward request will allow Neighborhood Services to assist in offsetting expenses related to the ConnectPlano feasibility study that is crossing into FY 2024-25 Budget year. This study is anticipated to conclude in Spring 2025.	619.6312	619.6312	\$ 10,000		
621	Neighborhood Services/ Reinvestment	Great Update Rebate Grant Program	\$ 157,985	The Great Update Rebate is a home improvement program designed to encourage homeowners to make improvements to their home; thereby, revitalizing the neighborhood as a whole. We currently have a total of \$157,985 awarded for projects already underway.	621.6312	621.6312	\$ 157,985		
621	Neighborhood Services/ Reinvestment	Neighborhood Vitality & Beautification Grant Program	\$ 289,808	This carry-forward is requested to continue implementing neighborhood revitalization initiatives as recommended by the Housing Value Retention Analysis and approved by Council. These funds are provided as matching funds (up to \$20,000) to qualifying neighborhood organizations for vitality and beautification efforts. We have a total of \$289,808 awarded for projects underway. These funds will allow us to reimburse neighborhood groups once the projects are completed over the next fiscal year.	621.6499	621.6499	\$ 289,808		
742	Streets	3/4 Ton Pickup Truck	\$ 53,383	A vehicle was included with the Sr. Construction Inspector -CIP position approved via Supplement #742001. The pickup was ordered in January of this year and expected to be delivered to Fleet by June 20, 2024. Due to delivery delays, it still hasn't been delivered but could arrive by the end of the month. Once it arrives, the upfit time is still 3-4 weeks; therefore, funding needs to be carried forward to pay for the vehicle once placed in service in early 2024-25.	742.8421	742.8421	\$ 53,383		A portion of Supplement #742001 from FY 2023-24
01	Subtotal General Fund		\$1,924,927				\$1,924,927		
125	Visit Plano	Tourism Growth Strategy RFQ	\$ 100,000	The RFQ is to assist Visit Plano in formulating a comprehensive strategy aimed at enhancing Plano's reputation as a premier tourism destination. This initiative will encompass an in-depth analysis of the current landscape, identify potential areas for improvement and development of a multi-faceted strategy. The strategy will include legislative advocacy, public outreach, and targeted marketing efforts to achieve the desired enhancements. The Visit Plano team was not able to move on this as fast as we initially thought. It took several months for us to work out the RFQ which was released on September 4, 2024. The deadline for questions is September 20; responses are due October 14 and the kick-off meeting is scheduled for October 22.	125.6312	125.6312	\$ 100,000		
125	Visit Plano	Renaissance Dallas at Plano Legacy West Hotel Annual Grant	\$ 150,000	This is the sixth of ten annual grant payments to the ownership of the Renaissance Dallas at Plano Legacy West Hotel. The City of Plano has agreed to provide the owner an annual grant of \$150,000 to be paid out of the Hotel Occupancy Tax revenue in the City's Convention & Tourism Fund beginning in 2019 and ending in 2028.	125.6319	125.6319	\$ 150,000		
128	Plano Event Center	Parking Lot Light replacement	\$ 151,422	The plan to replace the lights was halted upon further inspection by Facilities in early 2024. It was determined that, in addition to the light fixtures, the poles that support the light fixtures should be replaced as well. The cost of the project was re-estimated in the amount of \$151,422. This work has not started; therefore, a carry forward is necessary.	128.8231	128.8231	\$ 151,422		

CARRY FORWARD REQUESTS

10/01/24

2023-24 FUNDS TO 2024-25

Cost Center	Department Name	Description	Total Amount Requested	Reason	Object Codes:		Approval Amount	Approved/ Hold/ No	Comments
					From	To			
128	Plano Event Center	Painting Metal Surfaces	\$ 30,000	Supplement #128004 to repaint the metal door frames and window frames throughout the PEC was approved for FY 2023-24. A door replacement project was scheduled to be complete in June 2024 but is still ongoing due to delays. As a result, painting is also delayed. The door replacement should be complete by the end of October.	128.6314	128.6314	\$ 30,000		
46	Subtotal Convention & Tourism Fund		\$ 431,422				\$ 431,422		
GRAND TOTAL CARRY FORWARDS REQUESTED			\$ 2,356,349	GRAND TOTAL CARRY FORWARDS APPROVED			\$ 2,356,349		



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Adopt Supplement No. 149 to the Code of Ordinances
RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To adopt and enact Supplement Number 149 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. **Adopted Ordinance No. 2024-10-2**

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no fiscal impact.

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

ATTACHMENTS:

Description	Upload Date	Type
Supplement No. 149	9/18/2024	Ordinance

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 149 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

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

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

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 149; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 149 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 149 as prepared by the codifier.

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

PASSED AND APPROVED on the 14th day of October, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024
DEPARTMENT: Zoning
DIRECTOR: Christina Day, Director of Planning
AGENDA ITEM: Public hearing and consideration of an ordinance as requested in Zoning Case 2024-013.
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-013 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 12.6 acres of land located on the north side of Mapleshade Lane, 230 feet east of Ohio Drive, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Light Industrial-1 to Planned Development-25-Light Industrial-1 to modify the standards for mini-warehouse/public storage; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioner: Crow-Billingsley Pardue LTD. **Conducted and adopted Ordinance No. 2024-10-4**

BACKGROUND

The Planning & Zoning Commission recommended approval of this item with a vote of 8-0 per their Final Report in the attached Supporting Documents.

FINANCIAL SUMMARY/STRATEGIC GOALS

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

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/7/2024	Ordinance
Supporting Documents	10/7/2024	Informational

Zoning Case 2024-013

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 12.6 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the north side of Mapleshade Lane, 230 feet east of Ohio Drive, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Light Industrial-1 to Planned Development-25-Light Industrial-1 to modify the standards for mini-warehouse/public storage; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of October 2024, for the purpose of considering rezoning 12.6 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the north side of Mapleshade Lane, 230 feet east of Ohio Drive, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Light Industrial-1 to Planned Development-25-Light Industrial-1 to modify the standards for mini-warehouse/public storage; and

WHEREAS, the City Secretary of said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of October 2024; and

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

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

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

Section I. The Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 12.6 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the north side of Mapleshade Lane, 230 feet east of Ohio Drive, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Light Industrial-1 to Planned Development-25-Light Industrial-1 to modify the standards for mini-warehouse/public storage, said property being described in the legal description on Exhibit A attached hereto.

Section II. The change in Section I is granted subject to the following restrictions, which were stipulated by the petitioner:

1. A mini-warehouse/public storage development may have rented, leased, or individually owned units greater than 500 square feet subject to the following standards:
 - a. The conduct of sales or business is prohibited within any individual unit. Accessory use for recreational purposes is allowed within individual units.
 - b. Maximum Unit Size: 12,000 square feet
2. Outdoor vehicle display may be provided on an artificial turf surface when adequately screened from view of public streets and adjacent properties as shown on an approved site plan.

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

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

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

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

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

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

PASSED AND APPROVED on the 14th day of October, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2024-013

DESCRIPTION of a 12.554 acre tract of land situated in the Martha McBride Survey, Abstract No. 553, Collin County, Texas; said tract being part of Lot 2, Block A, Crow-Billingsley Pardue Addition, an addition to the City of Plano, Texas according to the plat recorded in Volume 2016, Page 770, of the Plat Records of Collin County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Crow-Billingsley Pardue, Ltd. recorded in Volume 5616, Page 3770 of the Official Public Records of Real Property of Collin County, Texas, and part of that tract of land described in Special Warranty Deed to Crow-Billingsley Pardue, Ltd. recorded in Volume 5616, Page 3782 of the said Official Public Records of Real Property; said 12.554 acre tract being more particularly described as follows:

BEGINNING, at a point in the centerline of Mapleshade Lane (a 92-foot wide right-way);

THENCE, along the said centerline line of Mapleshade Lane, the following two (2) calls:

North 46 degrees, 38 minutes, 21 seconds West, a distance of 123.61 feet to a point for corner; said point being the beginning of a curve to the left;

Northwesterly along said curve, having a central angle of 38 degrees, 57 minutes, 21 seconds, a radius of 1000.00 feet, a chord bearing and distance of North 66 degrees, 07 minutes, 02 seconds West, 666.89 feet, an arc distance of 679.91 feet to a point at the end of said curve;

THENCE, departing the said centerline line of Mapleshade Lane, and into, over, and across said Lot 2, Block A, the following twenty-one (21) calls;

North 05 degrees, 11 minutes, 03 seconds East, a distance of 132.80 feet to a point for corner;

North 23 degrees, 27 minutes, 51 seconds East, a distance of 55.50 feet to a point for corner;

North 21 degrees, 45 minutes, 19 seconds East, a distance of 17.14 feet to a point for corner;

North 14 degrees, 37 minutes, 05 seconds West, a distance of 29.30 feet to a point for corner;

North 47 degrees, 26 minutes, 54 seconds West, a distance of 11.94 feet to a point for corner;

North 18 degrees, 09 minutes, 14 seconds West, a distance of 52.25 feet to a point for corner;

North 00 degrees, 00 minutes, 33 seconds East, a distance of 52.86 feet to a point for corner;

North 38 degrees, 09 minutes, 00 seconds East, a distance of 18.14 feet to a point for corner;

North 17 degrees, 35 minutes, 55 seconds East, a distance of 43.64 feet to a point for corner;

North 14 degrees, 19 minutes, 42 seconds East, a distance of 42.92 feet to a point for corner;

North 18 degrees, 41 minutes, 15 seconds East, a distance of 32.93 feet to a point for corner;

North 12 degrees, 10 minutes, 41 seconds East, a distance of 50.55 feet to a point for corner;

North 09 degrees, 46 minutes, 37 seconds East, a distance of 45.66 feet to a point for corner;

North 15 degrees, 30 minutes, 56 seconds East, a distance of 20.80 feet to a point for corner;

North 45 degrees, 14 minutes, 46 seconds East, a distance of 22.09 feet to a point for corner;

North 18 degrees, 44 minutes, 44 seconds East, a distance of 24.70 feet to a point for corner;

North 22 degrees, 05 minutes, 18 seconds East, a distance of 28.03 feet to a point for corner;

North 04 degrees, 20 minutes, 55 seconds East, a distance of 36.54 feet to a point for corner;

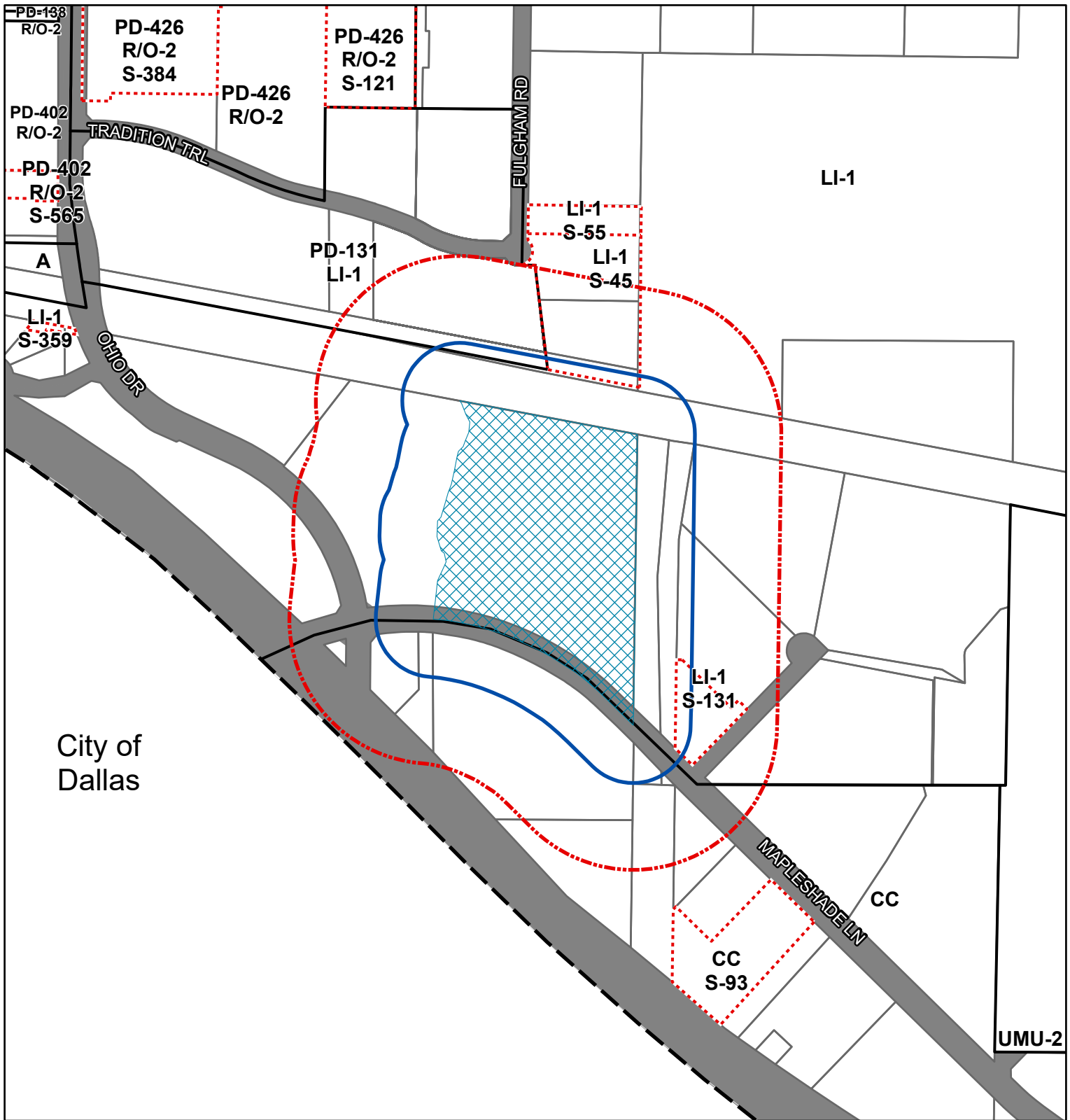
North 26 degrees, 18 minutes, 39 seconds West, a distance of 29.12 feet to a point for corner;

North 22 degrees, 54 minutes, 58 seconds West, a distance of 39.64 feet to a point for corner;

North 33 degrees, 27 minutes, 33 seconds West, a distance of 15.79 feet to a point for corner in the south line of G. C. & S. F. Railroad (a 150-foot wide right-of-way);

THENCE, South 80 degrees, 18 minutes, 03 seconds East, along the said south line of G. C. & S. F. Railroad, a distance of 629.79 feet to a 1/2-inch iron rod found for corner; said point also being the northwest corner of said Texas Power & Light Company tract;

THENCE, South 00 degrees, 04 minutes, 52 seconds East, departing the said south line of G. C. & S. F. Railroad, and along the west line of that tract of land described in Warranty Deed to Texas Power & Light Company tract recorded in Volume 669, Page 916 of the Deed Records of Collin County, Texas, a distance of 1007.02 feet to the **POINT OF BEGINNING AND CONTAINING**: 546,839 square feet or 12.554 acres of land, more or less.



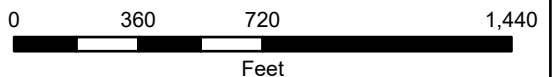
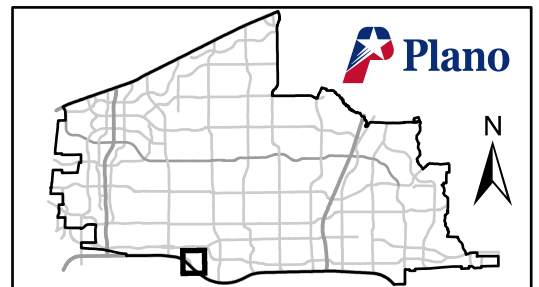
City of Dallas

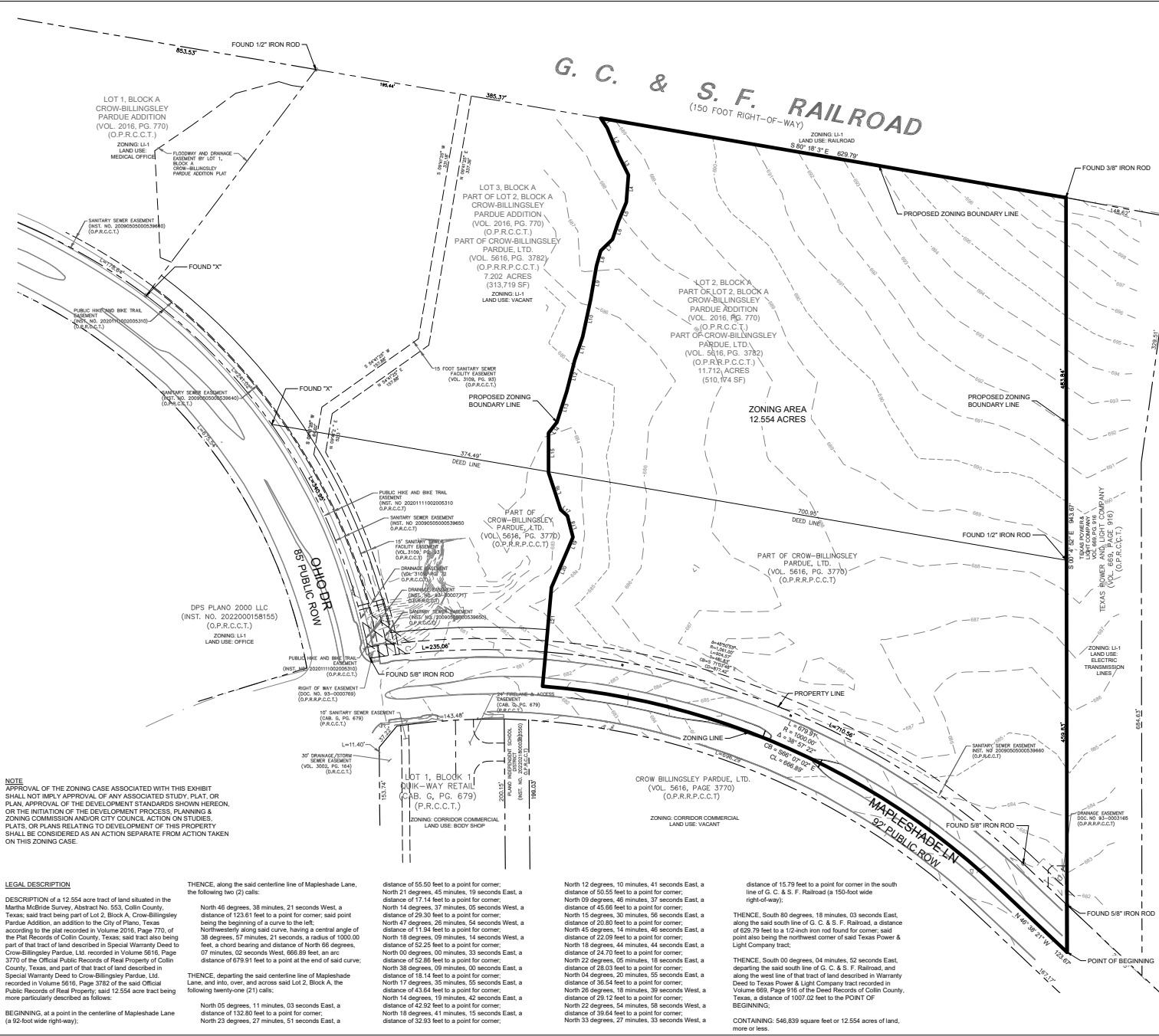
Zoning Case: 2024-013

Existing Zoning: Light Industrial-1 and located within the 190 Tollway/Plano Parkway Overlay District

Proposed Zoning: Planned Development-Light Industrial-1 and located within the 190 Tollway/Plano Parkway Overlay District

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





NOTE
APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN, OR PLAN, APPROVAL OF THE DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS, PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

LEGAL DESCRIPTION
DESCRIPTION OF A 12.554 acre tract of land situated in the Martha McBride Survey, Abstract No. 553, Collin County, Texas, said tract being part of Lot 2, Block A, Crow-Billingsley Parade Addition, an addition to the City of Plano, Texas recorded in the plat recorded in Volume 2016, Page 770, of the Plat Records of Collin County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Crow-Billingsley Parade, Ltd., recorded in Volume 5616, Page 3770 of the Official Public Records of Real Property of Collin County, Texas, and part of that tract of land described in Special Warranty Deed to Crow-Billingsley Parade, Ltd., recorded in Volume 5616, Page 3782 of the Official Public Records of Real Property, said 12.554 acre tract being more particularly described as follows:
BEGINNING, at a point in the centerline of Mapleshade Lane (a 92-foot wide right-way);

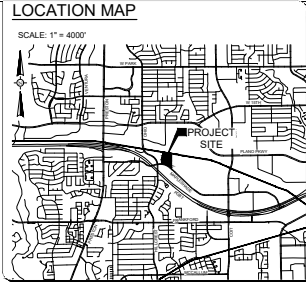
THENCE, along the said centerline line of Mapleshade Lane, the following two (2) calls:
North 46 degrees, 38 minutes, 21 seconds West, a distance of 123.81 feet to a point for corner; said point being the beginning of a curve to the left;
Northwesterly along said curve, having a central angle of 38 degrees, 57 minutes, 21 seconds, a radius of 1000.00 feet, a chord bearing and distance of North 06 degrees, 07 minutes, 02 seconds West, 666.89 feet, an arc distance of 679.91 feet to a point at the end of said curve;
THENCE, departing the said centerline line of Mapleshade Lane, and into, over, and across said Lot 2, Block A, the following twenty-one (21) calls:
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North 21 degrees, 45 minutes, 19 seconds East, a distance of 17.14 feet to a point for corner;
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North 33 degrees, 27 minutes, 33 seconds West, a distance of 15.79 feet to a point for corner in the south line of G. C. & S. F. Railroad (a 150-foot wide right-of-way);

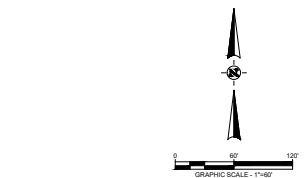
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THENCE, South 04 degrees, 04 minutes, 52 seconds East, departing the said south line of G. C. & S. F. Railroad, and along the west line of that tract of land described in Warranty Deed to Texas Power & Light Company tract recorded in Volume 689, Page 916 of the Deed Records of Collin County, Texas, a distance of 1007.02 feet to the POINT OF BEGINNING.

THENCE, South 09 degrees, 04 minutes, 52 seconds East, along the said south line of G. C. & S. F. Railroad, a distance of 629.79 feet to a 1/2-inch iron rod found for corner; said point also being the northwest corner of said Texas Power & Light Company tract;
THENCE, South 04 degrees, 04 minutes, 52 seconds East, departing the said south line of G. C. & S. F. Railroad, and along the west line of that tract of land described in Warranty Deed to Texas Power & Light Company tract recorded in Volume 689, Page 916 of the Deed Records of Collin County, Texas, a distance of 1007.02 feet to the POINT OF BEGINNING.

CONTAINING: 546,839 square feet or 12.554 acres of land, more or less.



LEGEND:
— ZONING BOUNDARY LINE
— PROPERTY LINE
— OFFICIAL PUBLIC RECORDS COLLIN COUNTY TEXAS
O.P.R.C.C.T.



LINE DATA

LINE No.	BEARING	DISTANCE
L1	S33°27'33"E	15.79
L2	S22°54'58"E	39.64
L3	S28°18'39"E	29.12
L4	S4°20'55"W	36.54
L5	S22°05'18"W	28.03
L6	S18°44'44"W	24.70
L7	S45°14'48"W	22.09
L8	S15°30'56"W	20.80
L9	S9°48'37"W	45.66
L10	S12°10'41"W	50.55
L11	S18°41'15"W	32.93
L12	S14°19'42"W	42.92
L13	S17°35'55"W	43.64
L14	S38°09'00"W	18.14
L15	S0°03'33"W	52.66
L16	S18°09'14"E	52.25
L17	S47°26'54"E	11.94
L18	S14°37'05"E	29.30
L19	S21°45'19"W	17.14
L20	S23°27'51"W	55.50
L21	S5°11'03"W	86.79

CITY PROJECT #ZC2024-013
ZONING EXHIBIT
FOR
CROW-BILLINGSLEY PARADE ADDITION BLOCK A, LOT 2
BEING 12.554 ACRES
IN THE MARTHA MCBRIDE SURVEY, ABSTRACT NO 553
CITY OF PLANO
COLLIN COUNTY, TEXAS
PREPARED: JULY 2024
OWNER/APPLICANT:
CROW-BILLINGSLEY PARADE, LTD.
1722 ROUTH STREET, SUITE 770
DALLAS, TX 75201
CONTACT: KENNETH MARBY
972-440-4706
ENGINEER/SURVEYOR:
HALFF
3803 PARKWOOD, SUITE 800
FRISCO, TX 75034
CONTACT: DYLAN HEDRICK
214-937-9366
DHEDRICK@HALFF.COM

MARANELLO PREMIUM
AUTO RESIDENCES
PLANO, TX

half
2010 NORTH DOWNEY ROAD
DALLAS, TEXAS 75206
TEL: 214.794.4000

REVISION	NO.	DATE	DESCRIPTION

PRELIMINARY
FOR INTERIM REVIEW ONLY
THESE DOCUMENTS ARE FOR INTERIM REVIEW ONLY. NO REGULATORY APPROVAL, PERMIT, RECORDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF
DYLAN HEDRICK P.E. 00078
PLANO, TEXAS
DATE: 7/23/2024
TITLE: FLS ZONING EXHIBIT
TX
PROJECT NO.:
ISSUED:
DRAWN BY:
CHECKED BY:
SCALE:
SHEET TITLE: ZE-1

DATE: September 17, 2024
TO: Honorable Mayor & City Council
FROM: Planning & Zoning Commission
VIA: Mike Bell, AICP, Development Review Manager acting as Secretary of the Planning & Zoning Commission ^{MB}
Christina D. Day, AICP, Director of Planning *CD*
SUBJECT: Results of Planning & Zoning Commission Meeting of September 16, 2024

AGENDA ITEM NO. 3A - ZONING CASE 2024-013
PETITIONER: CROW-BILLINGSLEY PARDUE LTD.

Request to rezone from Light Industrial-1 to Planned Development-Light Industrial-1 to modify the standards for mini-warehouse/public storage uses on 12.6 acres located on the north side of Mapleshade Lane, 230 feet east of Ohio Drive, and within the 190 Tollway/Plano Parkway Overlay District. Tabled on August 19, 2024. Project #ZC2024-013.

APPROVED: 8-0

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

RESULTS:

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

1. A mini-warehouse/public storage development may have rented, leased, or individually owned units greater than 500 square feet subject to the following standards:
 - a. The conduct of sales or business is prohibited within any individual unit. Accessory use for recreational purposes is allowed within individual units.
 - b. Maximum Unit Size: 12,000 square feet
2. Outdoor vehicle display may be provided on an artificial turf surface when adequately screened from view of public streets and adjacent properties as shown on an approved site plan.

To view the hearing, please click on the provided link:
<https://planotx.new.swagit.com/videos/315227?ts=2761>

JK/ko

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

Google Link: <https://maps.app.goo.gl/GNWBM1Qo3qN2UHyK6>

AGENDA ITEM NO. 3A

PUBLIC HEARING: Zoning Case 2024-013

PETITIONER: Crow-Billingsley Pardue LTD

CASE PLANNER: John Kim, AICP Candidate

DESCRIPTION: Request to rezone **from** Light Industrial-1 **to** Planned Development-Light Industrial-1 to modify the standards for mini-warehouse/public storage uses on 12.6 acres located on the north side of Mapleshade Lane, 230 feet east of Ohio Drive, and within the 190 Tollway/Plano Parkway Overlay District. Tabled on August 19, 2024. Project #ZC2024-013.

EXECUTIVE SUMMARY

The applicant is seeking to develop the property with a “car club” business, which includes public storage units for storage and display of collectible cars, repairing vehicles, and conducting automobile-related events. Each storage unit will be sold as an individual unit and will include mezzanine space that can be furnished for use by the occupant as a private lounge area. Units will not be used as a residence or for personal business use. Other services offered will include a vehicle repair shop and outdoor and inside event spaces to host car shows and other events.

There is not a single-use classification in the Zoning Ordinance that adequately captures the full operations of the proposed business that staff is informally referring to as a “car club.” The business includes a variety of uses including general/professional administrative office, assembly hall, major automotive repair, and a variation of mini-warehouse/public storage. Mini-warehouse/public storage is a permitted use on the site that allows separate, individual, rental of self-storage units; however, the definition has three provisions that are in conflict with the proposed use:

1. Units are limited to no more than 500 square feet. The applicant is proposing units up to 12,000 square feet.
2. Activities other than storage are prohibited within the units. The applicant intends to allow each unit to be furnished with lounge space.
3. The units shall only be for rental or lease. The applicant is intending to sell the units as individual condominiums, not for rent or lease.

Therefore, the applicant is requesting a Planned Development (PD) with modified standards for Mini-Warehouse/Public Storage to accommodate the unique aspects of this business.

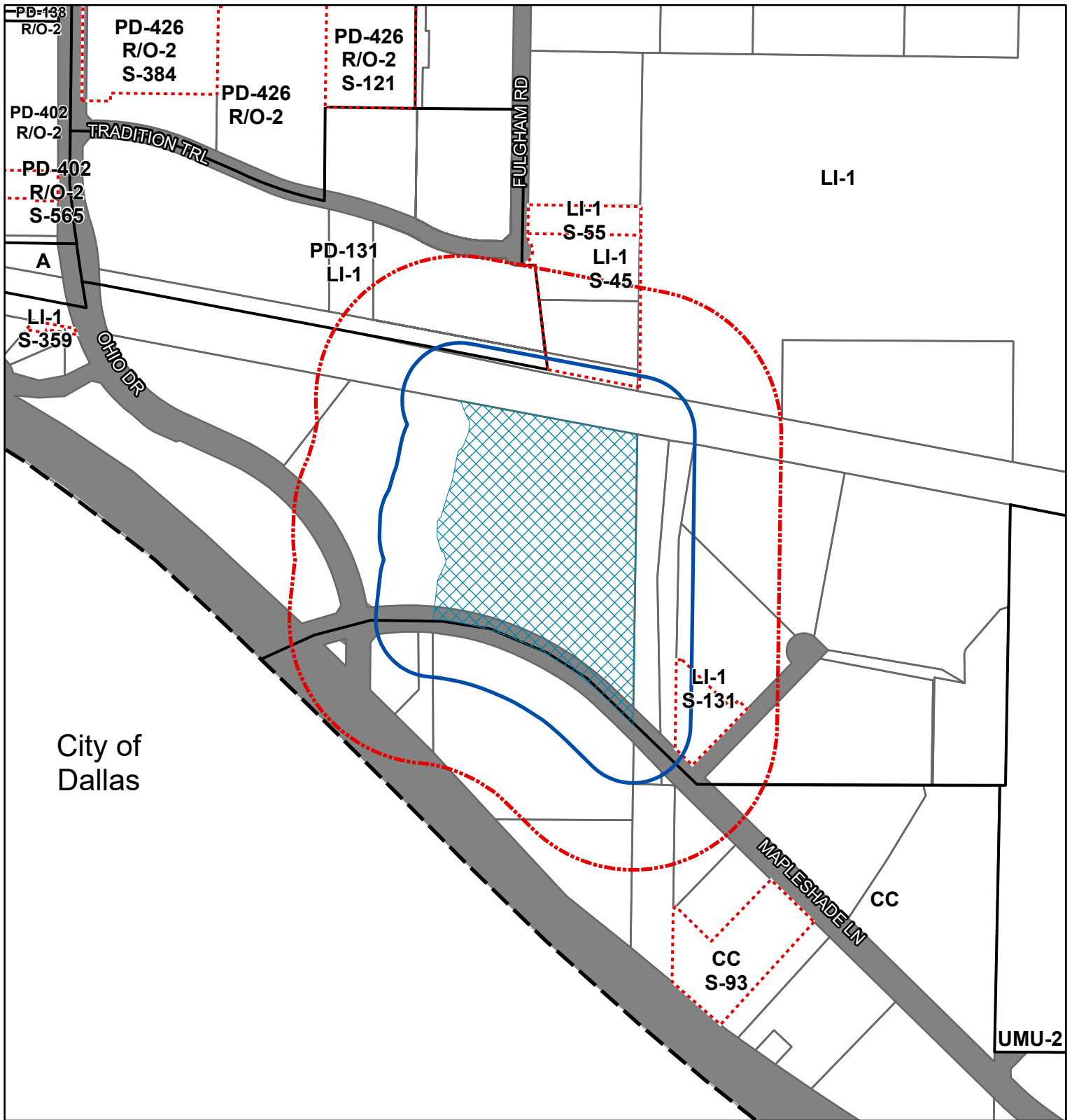
Major considerations of the request include:

- Zoning and Uses – The subject property is zoned Light Industrial-1 (LI-1). LI-1 allows all uses proposed on the site, including mini-warehouse/public storage, major vehicle repair, general/professional administrative office, and assembly hall. A Planned Development is needed to modify standards for mini-warehouse/public storage uses to allow larger units and activities other than storage. As warehouse/distribution centers are also permitted in the LI-1 district, staff has no concerns with this request with the stipulations proposed.
- Event Space – Planned Development stipulations include an allowance for vehicle parking on synthetic turf surfaces. This is needed to explicitly allow car shows in the central courtyard of the proposed development where synthetic turf is proposed. Parking is typically required on a paved surface for durability purposes; however, staff has no objections to the use of synthetic turfs for the proposed development when adequately screened from the street.
- Conformance to the Comprehensive Plan – The subject property is located within an area designated as Employment Center (EM) on the future land use map of the Comprehensive Plan. The request is consistent with this designation.

If approved, the proposed development will be subdivided from a larger 18.9-acre parcel of land. Three plans accompany this request as Agenda Item 3B:

- A Revised Conveyance Plat to subdivide the existing 18.9-acre property into two lots.
- Preliminary Site Plan for the eastern lot, on which the proposed mini-warehouse/public storage development is proposed.
- A Concept Plan for the western lot showing a potential office development. There are no imminent plans to develop this lot and it is outside the boundaries of the proposed PD. A concept plan is required when subdividing a property through a conveyance plat to demonstrate the property can meet zoning and subdivision ordinance standards for development under the proposed lot configuration.

Staff recommends approval of the request with the proposed PD stipulations.



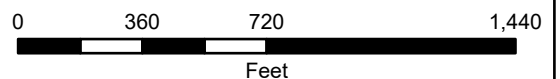
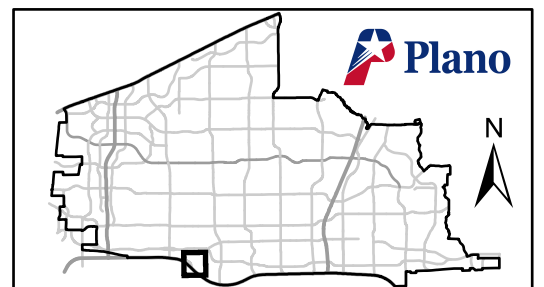
Zoning Case: 2024-013

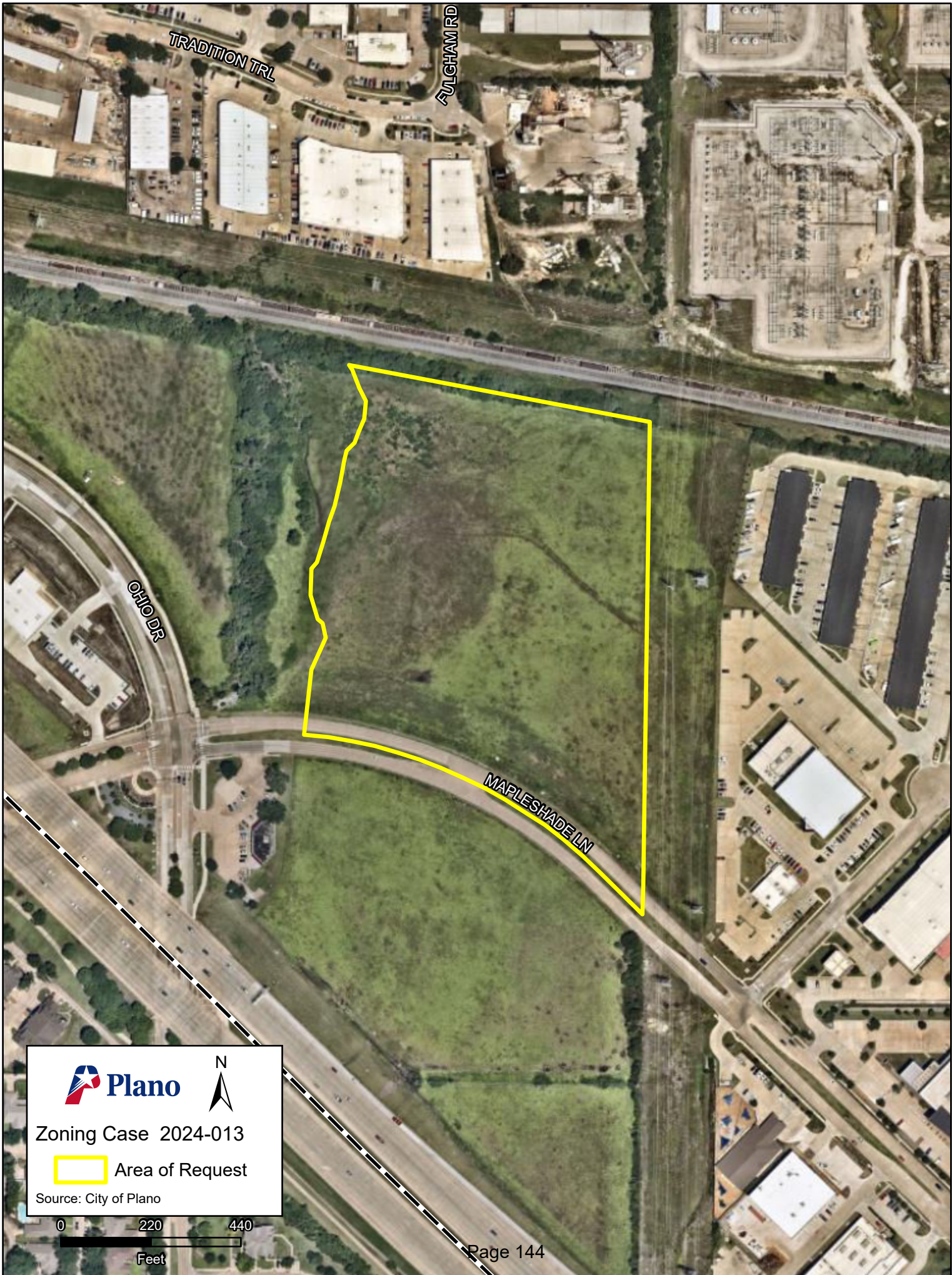
Existing Zoning: Light Industrial-1 and located within the 190 Tollway/Plano Parkway Overlay District

Proposed Zoning: Planned Development-Light Industrial-1 and located within the 190 Tollway/Plano Parkway Overlay District

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

Source: City of Plano





TRADITION TRL

FULCHAM RD

OHIO DR

MAPLESHADE LN



Zoning Case 2024-013

Area of Request

Source: City of Plano



STAFF PRELIMINARY REPORT – INTRODUCTORY REMARKS

The applicant is requesting to rezone the subject property from Light Industrial-I (LI-1) to Planned Development Light Industrial-1 (PD-LI-1) to develop a mini-warehouse/public storage building with modified development standards.

Zoning

Section 10.900 (CB-1, Central Business-1 District) of Article 10 (Nonresidential Districts) of the Zoning Ordinance states the purpose for the LI-1 districts as follows:

Light Industrial-1 (LI-1): The LI-1 district is intended to provide areas for light manufacturing firms engaged in processing, assembling, warehousing, research and development, and incidental services that are developed in accordance with the same performance standards applicable to all other zoning districts.

Planned Developments

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

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

This proposal does not fit neatly into any existing use classification but otherwise fits the development goals of the city for this zoning district and future land use classification. It may be seen to accommodate innovation, consistent with standard #3 above.

Mini-Warehouse/Public Storage

Section 8.200 (Terms Defined) of Article 8 (Definitions) of the Zoning Ordinance defines mini-warehouse/public storage as follows:

Mini-Warehouse/Public Storage: A building containing separate, individual, self-storage units of 500 square feet or less for rent or lease. The conduct of sales, business, or any activity other than storage shall be prohibited within any individual storage unit.

Proposed PD Stipulations

1. A mini-warehouse/public storage development may have rented, leased, or individually owned units greater than 500 square feet subject to the following standards:
 - a. The conduct of sales or business is prohibited within any individual unit. Accessory use for recreational purposes is allowed within individual units.
 - b. Maximum Unit Size: 12,000 square feet
2. Outdoor vehicle display may be provided on an artificial turf surface when adequately screened from view of public streets and adjacent properties as shown on an approved site plan.

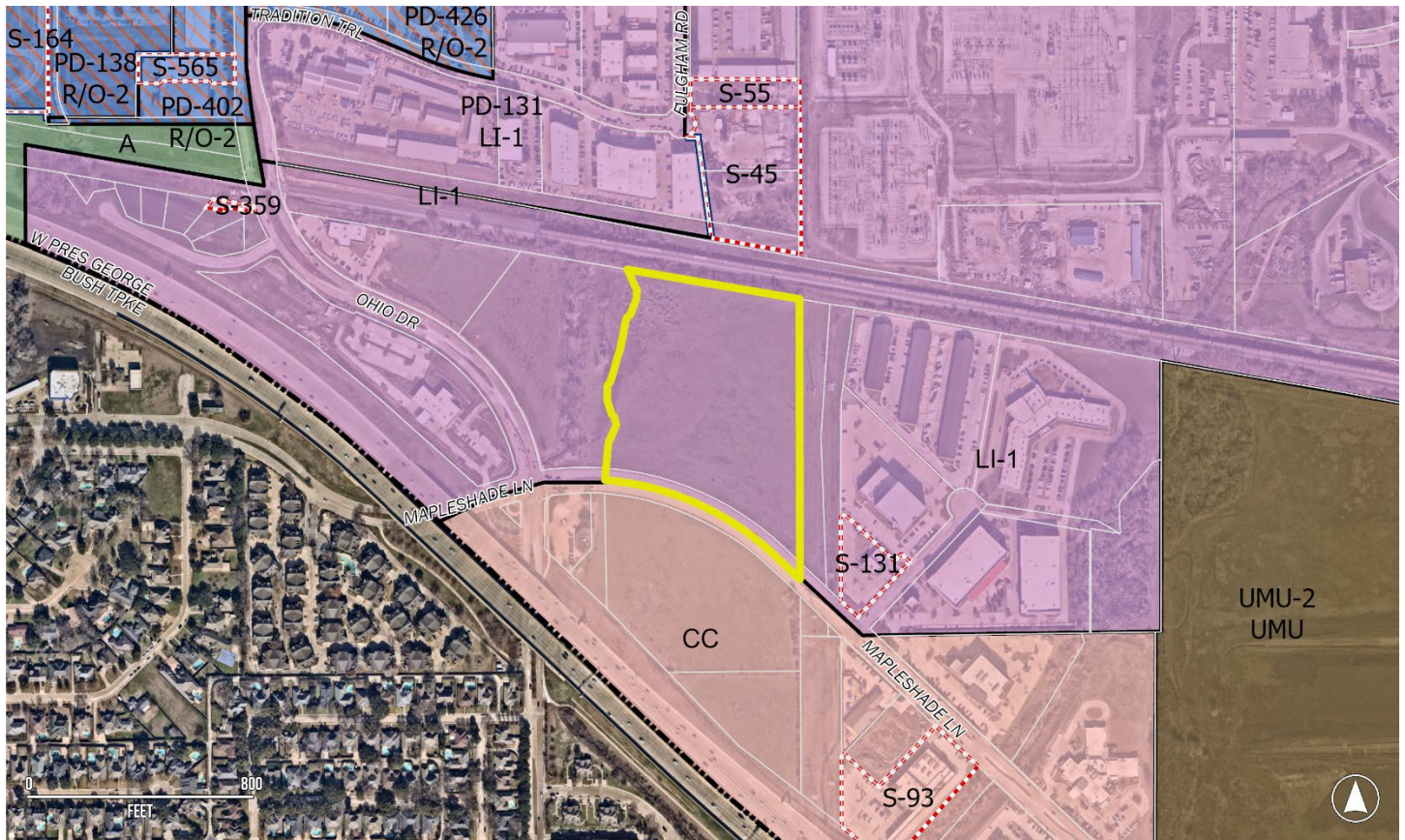
History

The subject property is currently undeveloped. It was part of city-initiated rezoning in 2000 to rezone 330 acres west of Coit Road and south of the railroad from a combination of Planned-Development-368-Retail/General Office (PD-368-R/O-2), Agricultural (A), Corridor Commercial (CC), General Office (O-2), and Light Industrial-1 (LI-1) to a combination of CC and LI-1. This was intended to bring the zoning of the area into compliance with the comprehensive plan. Based on historical zoning atlases, it appears the 12.9-acre subject property was part of the LI-1 zoning in place prior to that city-initiated rezoning.

Surrounding Land Use and Zoning

The subject property is undeveloped and zoned Light Industrial-1 (LI-1).

North	The properties to the northwest across the railroad are zoned Planned Development-131-LI-1 and are developed with office/showroom warehouse buildings occupied by a variety of commercial uses including major vehicle repair and used vehicle dealer. Directly to the north, the property is zoned LI-1 with Specific Use Permit No. 45 (S-45) for Concrete Batch Plant and is developed with a concrete batch plant. The property to the northeast is zoned LI-1 and is developed with an electrical substation.
East	The properties immediately to the east are developed electric transmission lines. Properties farther to the east are zoned LI-1 with Specific Use Permit No. 131 (S-131) for Outdoor Commercial Amusement and developed with a restaurant, office (showroom/warehouse), health/fitness center, and indoor commercial amusement.
South	The properties to the south across Mapleshade Lane are zoned Corridor Commercial (CC) and include undeveloped properties, with a minor vehicle repair use to the southwest.
West	The property to the west is zoned LI-1 and is undeveloped.



STAFF PRELIMINARY REPORT – CONFORMANCE TO THE COMPREHENSIVE PLAN

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

Core Policies: The following policies serve as the fundamental basis for all staff recommendations for zoning cases.

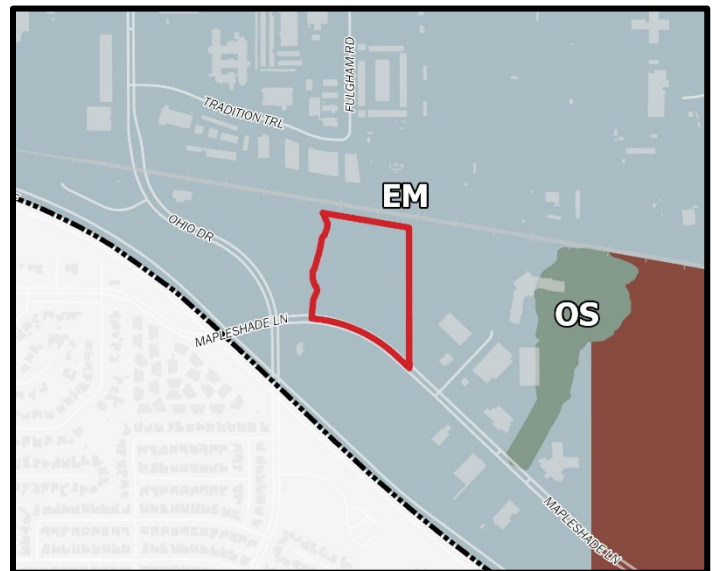
- **Land Use:** *Plano will support a system of organized land use to provide housing and employment choices aligned with the market, where new and redevelopment areas respect the viability and quality of life for existing neighborhoods, businesses, and institutions.*
- **Redevelopment & Growth Management:** *Plano will protect and preserve the well-established built environment of Plano and prevent overcrowding by requiring new growth and redevelopment to respect the unique development patterns, suburban character, housing needs, infrastructure capacity considerations, and fiscal constraints of our community.*

Future Land Use Map Category & Dashboard

Future Land Use – The subject property is located within the **Employment Centers (EM)** category of the Future Land Use Map (FLUM).

Description: *The EM category applies to the business centers in the Legacy area and along the Plano Parkway/President George Bush Turnpike. The primary uses for Employment Centers are corporate office campuses, medical centers, educational facilities, technology centers, and research facilities. Limited manufacturing and warehouse uses may be allowed to support the employment centers.*

The request generally meets the description of the EM category as warehouse uses are supported in limited instances. Additionally, mini-warehouse is a permitted use in the existing LI-1 zoning.



The following priorities are applicable to this request:

Priority #1: *Maintaining land for employment-generating uses.*

The request is to establish several commercial uses that will provide employment. Additionally, the uses are supported by the EM category description and existing zoning. Therefore, this request is in conformance with this priority.

FLUM – EM Description and Priorities		
Description		Meets
Priorities	#1: Maintaining land for employment-generating uses	Meets
	#2: Evaluating policies to sustain long-term viability of corporate campuses	N/A
	#3: Updating the Legacy Area Master Plan	N/A

Mix of Uses – The request for mini-warehouse/public storage would be classified as an *Industrial Type* use, consistent with the EM Mix of Uses.

FLUM – EM Mix of Uses				
Mix of Uses	Type	Recommended	Proposed	Analysis
Land Use Mix (acres)	Employment	100%	95.2% (No Change)	Meets
	Housing	0%	4.2% (No Change)	N/A
Employment Mix (acres)	Retail Types	0-25%	10.4% (No Change)	N/A
	Office Types	50-100%	38.8% (No Change)	N/A
	Institutional Types	0-25%	8.8% (No Change)	N/A
	Industrial Types	0-35%	29.9% (+0.2%)	Meets
Housing Mix (units)			(No Change)	N/A

Desirable Character Defining Elements in EM Designation – The request as proposed in the companion preliminary site plan is consistent with the EM Dashboard Character Defining Elements except for intensity. The EM Character Defining Elements Dashboard recommends 50-75% lot coverage; 39.9% lot coverage is proposed in the preliminary site plan.

FLUM – EM Desirable Character Defining Elements			
Element	Recommended	Proposed	Analysis
Building Height	1 to 20 Stories	2 Stories	Meets
Density	N/A	N/A	N/A
Intensity	Moderate to High (50 to 100% Lot Coverage)	39.9% Lot Coverage	Does Not Meet
Open Space	10% to 35% Passive Open Space	21.2% Passive Open Space	Meets
Parking Orientation	Structured Parking Preferable to Surface Lots	Surface Parking	Meets
Block Pattern & Streetscape	Wide Blocks Corporate Corridor Streets	Wide Blocks & Corporate Corridor Streets	Meets
Multimodal Access: Automobiles	HIGH: Direct access from major streets	Direct access from Mapleshade Lane	Meets

Multimodal Access: Transit	MEDIUM: Commuter bus service	Site is served by DART Bus Routes #883, #236, and #231 located approximately 0.6 miles from the site.	Meets
Multimodal Access: Micromobility	HIGH: Connected to trails and bike routes	On-Street Bike Route #45 is directly adjacent to the site and Preston Ridge Trail is located less than 700 feet from the site.	Meets
Multimodal Access: Pedestrians	LOW: Mostly served by perimeter sidewalks	6-foot sidewalks are provided along Mapleshade Lane.	Meets

Other Comprehensive Plan Maps

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

[Thoroughfare Plan Map](#) – Mapleshade Lane along the south property lines is designated as Type D: Minor Arterial Street, Commercial Context. The applicant is proposing a 6-foot sidewalk along Mapleshade Lane consistent with the Street Design Standards. No additional street improvements are required.

Policies & Actions of the Comprehensive Plan and Other Studies

Land-Use Related Policies: The following policies are applicable on a case-by-case basis depending upon the type, location, and general nature of the request.

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

This subject property is zoned LI-1 and the request as proposed is for a unique mini-warehouse use with larger unit sizes, offices, vehicle display areas, assembly areas for events, and major vehicle repair. The mini-warehouse, major vehicle repair, office, and assembly uses are allowed by right in the LI-1 zoning district. However, the proposed planned development stipulations are intended to create a unique development, allowing for some skilled employment. For these reasons, staff finds the proposal consistent with the Undeveloped Land Policy.

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

The subject property is located within the State Highway 190 expressway corridor and the request would allow a unique development that compliments existing and future development within the area. Additionally, the request is consistent with the EM category description. Thus, staff finds the request consistent with the Redevelopment of Regional Transportation Corridors Policy.

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

Adequacy of Public Facilities – The following items have been reviewed in support of the [Facilities & Infrastructure Policy](#).

Water and Sanitary Sewer – Water and sanitary sewer services are available to serve the subject property.

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

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

Parks: N/A

Libraries: N/A

Conformance to the Comprehensive Plan Summary

Policy or Study	Analysis
Future Land Use Map and Dashboards	
<i>Description & Priorities</i>	Meets
<i>Mix of Uses</i>	Meets
<i>Character Defining Elements</i>	Meets
Thoroughfare Plan Map	Meets
Bicycle Transportation Plan Map	N/A
Parks Master Plan Map	N/A
Expressway Corridor Environmental Health Map	N/A
Undeveloped Land Policy	Meets
Redevelopment of Regional Transportation Corridors Policy	Meets
Findings Policy	N/A
Facilities & Infrastructure Policy	Meets

STAFF PRELIMINARY REPORT - ANALYSIS & RECOMMENDATION

Proposed Use

The applicant is proposing to develop the site with a business that sells personal storage units for car owners to store their personal vehicles with accessory spaces that can be furnished as private lounges. Secondary functions of the site also include assembly, office space, and vehicle repair. The site design allows car shows and other private events to be hosted onsite within the central courtyard and interior building area. Currently, there is no definition in the Zoning Ordinance for a “car club” or similar use. The closest use to this proposal is mini-warehouse/public storage, which is a permitted use on the site; however, the definition restricts individual unit sizes to no more than 500 square feet and prohibits any activities other than storage:

Mini-Warehouse/Public Storage: A building containing separate, individual, self-storage units of 500 square feet or less for rent or lease. The conduct of sales, business, or any activity other than storage shall be prohibited within any individual storage unit.

Modified development standards are proposed through a Planned Development including:

- Unit Size – The applicant is requesting modified development standards that would allow units up to 12,000 square feet. A similar use which has no specific square footage limitations, warehouse/distribution center, is currently permitted in the property’s LI-1 zoning. Staff is in support of this modification.
- Permitted Activities – To accommodate the business model of allowing units to be furnished as private lounge areas, the restriction prohibiting uses other than storage must be modified. Staff recommends, and the applicant agrees, to continue restricting residences, sales, or business in any individual unit. This is intended to prohibit occupants from running their own personal businesses from inside the units.

Due to the increasing number of inquiries about these kinds of car club uses, staff will evaluate if a new use classification separate from mini-warehouse/public storage is appropriate as part of the ongoing Zoning and Subdivision Ordinance rewrite.

Assembly/Special Events

In addition to the on-site vehicle storage, the applicant is proposing to host car shows for the vehicles located at the facility. These events will be open to the public and will take place within the designated courtyard on the preliminary site plan. Per the associated preliminary site plan, the interior units that face the courtyard will have direct pedestrian and vehicle access through bay doors while other units must use the proposed drive located on the southern portion of the building to enter and exit the courtyard. There are also pedestrian entrances from the interior hallways of the building for units not abutting the courtyard.

These assembly activities are allowed in LI-1; however, the applicant proposes the courtyard to be constructed with artificial turf and vehicle parking is typically required to be on a paved surface. This limitation is because artificial turf does not have the same durability, may create environmental

concerns if there is run-off from vehicles, and may create long-term maintenance issues. Staff is supportive of the use of artificial turf for car show display areas in this instance because the area is mostly screened from view of the street by the building on four sides. To accommodate this request, the following PD stipulation is proposed:

Outdoor vehicle display may be provided on an artificial turf surface when adequately screened from view of public streets and adjacent properties as shown on an approved site plan.

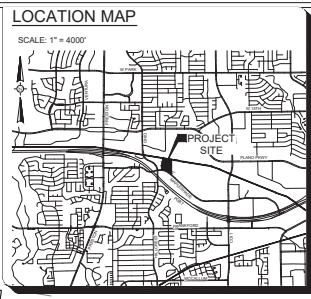
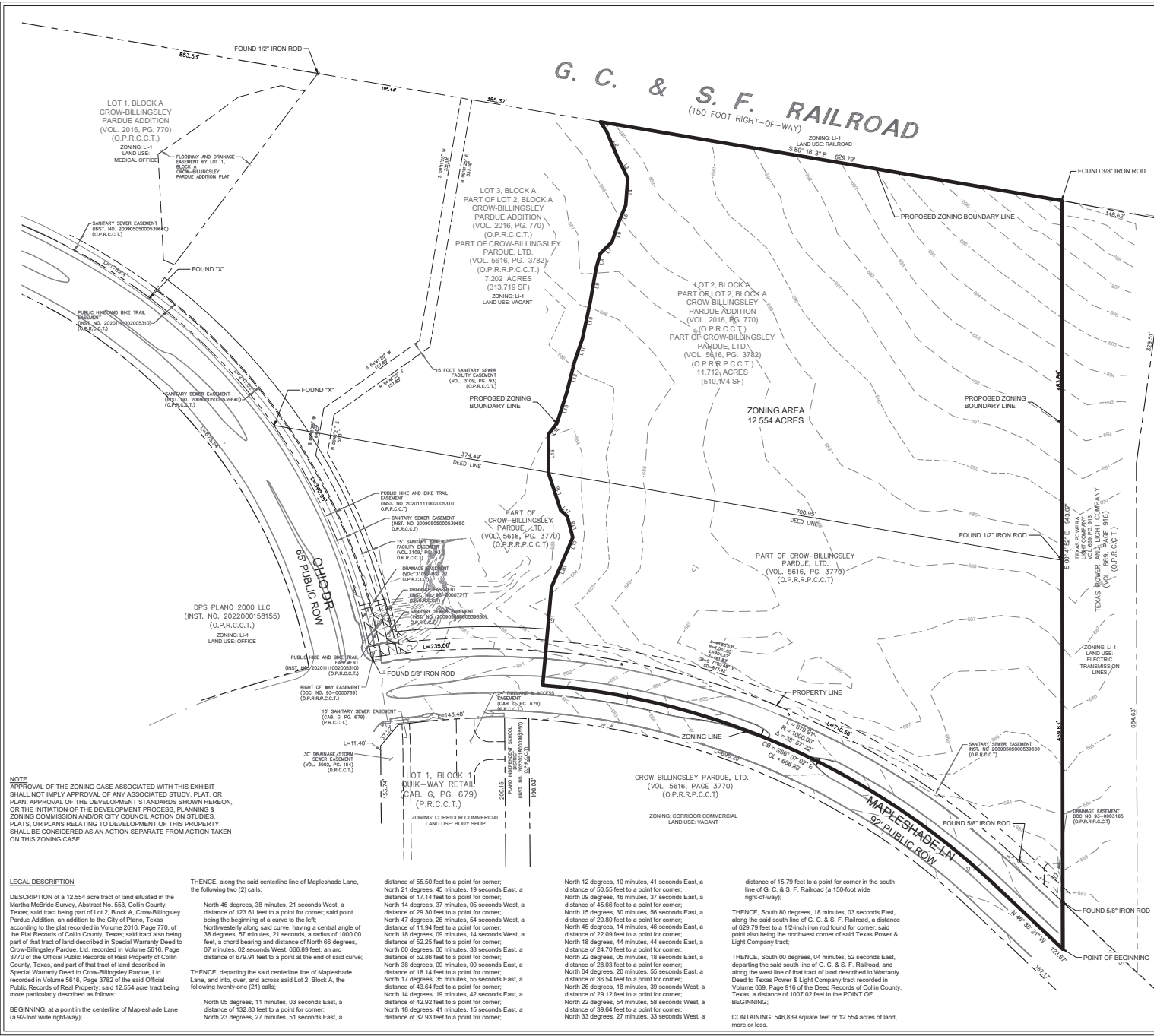
SUMMARY:

The applicant is proposing to establish a planned development within the subject property to modify mini-warehouse/public storage standards. Modifying the mini-warehouse and public storage standards will permit the applicant to open a car club which includes public storage units for storage and display of collectible cars, repairing vehicles, and conducting automobile-related events. The proposed uses are consistent with the comprehensive plan.

RECOMMENDATION:

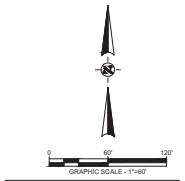
Recommended for approval as submitted.

FILE NAME: A:\970026\970026\HDD\CADD\DWG\ENHANCING\CE\X18 SITE 27.461.dwg DATE: July 29, 2024, TIME: 9:45 AM, USER: 001746



LEGEND:

- ZONING BOUNDARY LINE
- PROPERTY LINE
- OFFICIAL PUBLIC RECORDS COLLIN COUNTY TEXAS



LINE DATA

LINE No.	BEARING	DISTANCE
L1	S33°27'33"E	15.79'
L2	S22°54'58"E	39.64'
L3	S28°18'39"E	29.12'
L4	S4°20'55"W	36.54'
L5	S22°05'18"W	28.03'
L6	S18°44'44"W	24.70'
L7	S45°14'48"W	22.09'
L8	S15°30'56"W	20.80'
L9	S9°48'37"W	45.66'
L10	S12°10'41"W	50.55'
L11	S18°41'15"W	32.93'
L12	S14°19'42"W	42.92'
L13	S17°35'55"W	43.64'
L14	S38°09'00"W	18.14'
L15	S0°30'33"W	52.66'
L16	S18°09'14"E	52.25'
L17	S47°26'54"E	11.94'
L18	S14°37'05"E	29.30'
L19	S21°45'19"W	17.14'
L20	S23°27'51"W	55.50'
L21	S5°11'03"W	86.79'

NOTE
 APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN, OR PLAN, APPROVAL OF THE DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS, PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLANS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

LEGAL DESCRIPTION
 DESCRIPTION of a 12.554 acre tract of land situated in the Martha McBride Survey, Abstract No. 553, Collin County, Texas; said tract being part of Lot 2, Block A, Crow-Billingsley Purdue Addition, an addition to the City of Plano, Texas according to the plat recorded in Volume 2016, Page 770, of the Plat Records of Collin County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Crow-Billingsley Purdue, Ltd. recorded in Volume 5616, Page 3770 of the Official Public Records of Real Property of Collin County, Texas, and part of that tract of land described in Special Warranty Deed to Crow-Billingsley Purdue, Ltd. recorded in Volume 5616, Page 3782 of the said Official Public Records of Real Property; said 12.554 acre tract being more particularly described as follows:
 BEGINNING, at a point in the centerline of Mapleshade Lane (a 92-foot wide right-way);

THENCE, along the said centerline line of Mapleshade Lane, the following two (2) calls:
 North 46 degrees, 38 minutes, 21 seconds West, a distance of 123.61 feet to a point for corner; said point being the beginning of a curve to the left;
 Northwestly along said curve, having a central angle of 38 degrees, 57 minutes, 21 seconds, a radius of 1000.00 feet, a chord bearing and distance of North 06 degrees, 07 minutes, 02 seconds West, 666.89 feet, an arc distance of 679.91 feet to a point at the end of said curve;
 THENCE, departing the said centerline line of Mapleshade Lane, and into, over, and across said Lot 2, Block A, the following twenty-one (21) calls:
 North 05 degrees, 11 minutes, 03 seconds East, a distance of 132.80 feet to a point for corner;
 North 23 degrees, 27 minutes, 51 seconds East, a distance of 55.50 feet to a point for corner;
 North 21 degrees, 45 minutes, 19 seconds East, a distance of 17.14 feet to a point for corner;
 North 14 degrees, 37 minutes, 05 seconds West, a distance of 29.30 feet to a point for corner;
 North 47 degrees, 26 minutes, 54 seconds West, a distance of 11.94 feet to a point for corner;
 North 09 degrees, 09 minutes, 14 seconds West, a distance of 52.25 feet to a point for corner;
 North 08 degrees, 00 minutes, 33 seconds East, a distance of 52.86 feet to a point for corner;
 North 38 degrees, 09 minutes, 09 seconds East, a distance of 18.14 feet to a point for corner;
 North 17 degrees, 35 minutes, 35 minutes, 35 seconds East, a distance of 14.34 feet to a point for corner;
 North 14 degrees, 19 minutes, 42 seconds East, a distance of 43.64 feet to a point for corner;
 North 18 degrees, 41 minutes, 15 seconds East, a distance of 32.93 feet to a point for corner;

North 12 degrees, 10 minutes, 41 seconds East, a distance of 50.55 feet to a point for corner;
 North 09 degrees, 48 minutes, 37 seconds East, a distance of 45.66 feet to a point for corner;
 North 15 degrees, 30 minutes, 56 seconds East, a distance of 29.30 feet to a point for corner;
 North 45 degrees, 14 minutes, 46 seconds East, a distance of 22.09 feet to a point for corner;
 North 18 degrees, 44 minutes, 44 seconds East, a distance of 24.70 feet to a point for corner;
 North 22 degrees, 05 minutes, 18 seconds East, a distance of 28.03 feet to a point for corner;
 North 04 degrees, 20 minutes, 55 seconds East, a distance of 36.54 feet to a point for corner;
 North 22 degrees, 54 minutes, 58 seconds West, a distance of 29.12 feet to a point for corner;
 North 18 degrees, 41 minutes, 15 seconds West, a distance of 39.64 feet to a point for corner;
 North 33 degrees, 27 minutes, 33 seconds West, a distance of 15.79 feet to a point for corner in the south line of G. C. & S. F. Railroad (a 150-foot wide right-of-way);
 THENCE, South 80 degrees, 18 minutes, 03 seconds East, along the said south line of G. C. & S. F. Railroad, a distance of 629.79 feet to a 12-inch iron rod found for said Texas Power & Light Company tract;
 THENCE, South 00 degrees, 04 minutes, 52 seconds East, departing the said south line of G. C. & S. F. Railroad, and along the west line of that tract of land described in Warranty Deed to Texas Power & Light Company tract recorded in Volume 669, Page 916 of the Deed Records of Collin County, Texas, a distance of 1007.02 feet to the POINT OF BEGINNING;
 CONTAINING: 546,839 square feet or 12.554 acres of land, more or less.

CITY PROJECT #ZC2024-013
ZONING EXHIBIT
 FOR
 CROW-BILLINGSLEY PURDUE ADDITION BLOCK A, LOT 2
 BEING 12.554 ACRES
 IN THE MARTHA MCBRIDE SURVEY, ABSTRACT NO 553
 CITY OF PLANO
 COLLIN COUNTY, TEXAS
 PREPARED: JULY 2024

OWNER/APPLICANT:
 CROW-BILLINGSLEY PURDUE, LTD.
 1722 ROUTH STREET, SUITE 770
 DALLAS, TX 75201
 CONTACT: KENNETH MARBY
 972-480-4706

ENGINEER/SURVEYOR:
 HALFF
 3803 PARKWOOD, SUITE 800
 FRISCO, TX 75034
 CONTACT: DYLAN HEDRICK
 214-937-9595
 DHEDRICK@HALFF.COM

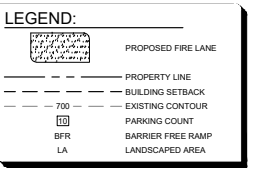
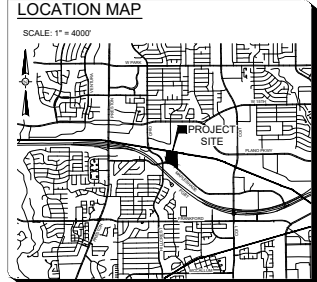
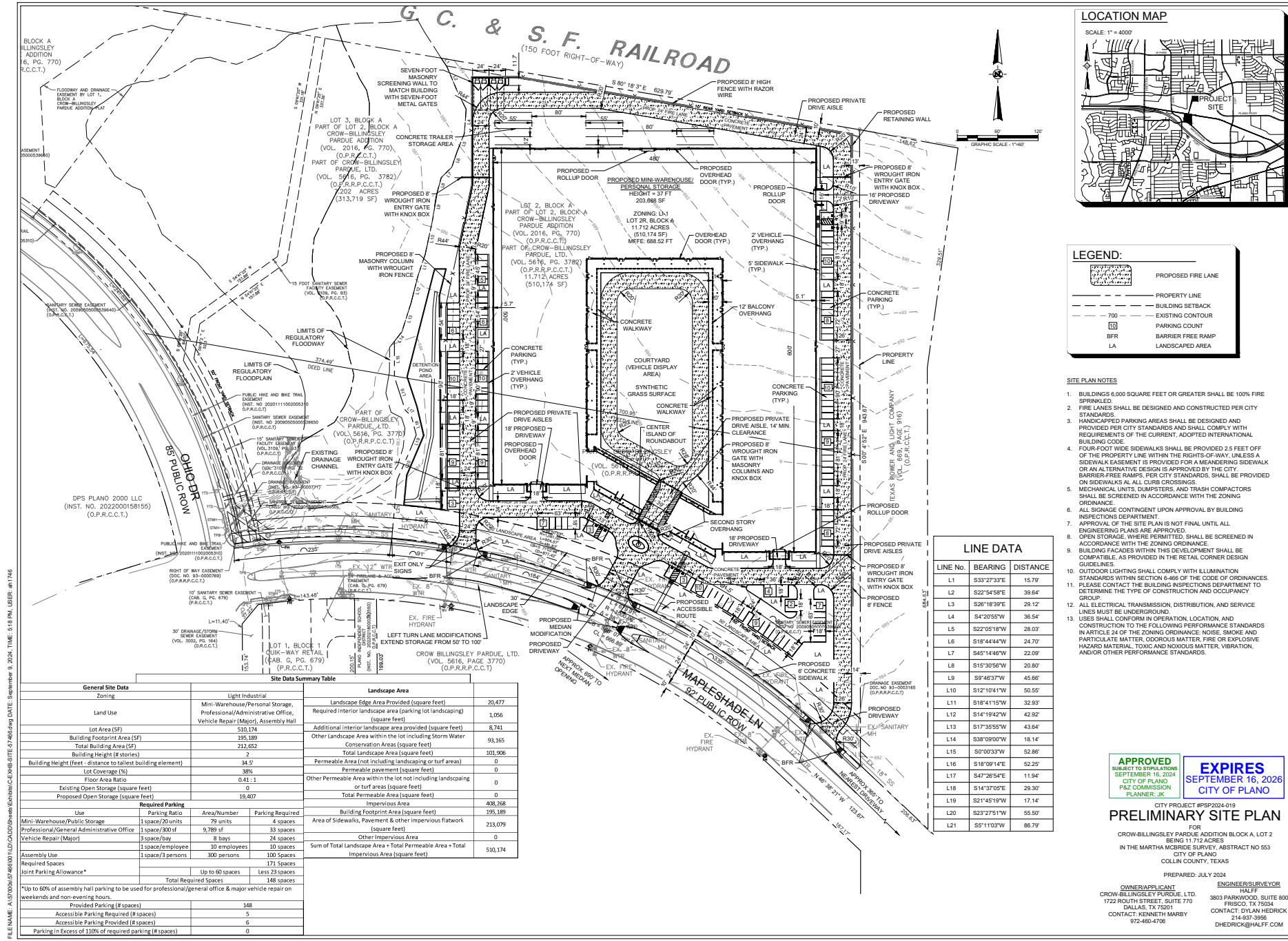
MARANELLO PREMIUM AUTO RESIDENCES
 PLANO, TX

half
 800 NORTH DOWNEY ROAD, SUITE 100
 DALLAS, TEXAS 75208
 TEL: (214) 764-2000

PRELIMINARY
 FOR INTERIM REVIEW ONLY
 THESE DOCUMENTS ARE FOR PRELIMINARY REVIEW AND NOT FOR REGULATORY APPROVAL. PERMITTED BEARING OR CONSTRUCTION PURPOSES THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF
 DYLAN HEDRICK P.E. 80208
 DATE: 7/29/2024 FILE NUMBER: 1987
 TEMPL: P-310 TX
 PRINT ADDRESS: STATE

PROJECT NO.:
ISSUED:
DRAWN BY:
CHECKED BY:
SCALE:
SHEET TITLE:

ZE-1



- ### SITE PLAN 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 25 FEET OFF OF THE PROPERTY LINE WITHIN THE RIGHTS-OF-WAY, UNLESS A SIDEWALK EASEMENT IS PROVIDED FOR A MEANDERING SIDEWALK OR AN ALTERNATIVE DESIGN IS APPROVED BY THE CITY BARRIER-FREE RAMP, PER CITY STANDARDS, SHALL BE PROVIDED ON SIDEWALKS 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 8-466 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 HAZARDOUS MATERIAL, TOXIC AND NON-FLAMMABLE, VIBRATION, AND/OR OTHER PERFORMANCE STANDARDS.

LINE DATA

LINE No.	BEARING	DISTANCE
L1	S33°23'39"E	15.79
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L19	S21°45'19"W	17.14
L20	S23°27'51"W	55.50
L21	S5°11'03"W	86.79

General Site Data

Zoning	Light Industrial
Land Use	Mini-Warehouse/Personal Storage, Professional/Administrative Office, Vehicle Repair (Major), Assembly Hall
Lot Area (SF)	510,174
Building Footprint Area (SF)	395,189
Total Building Area (SF)	212,653
Building Height (# stories)	2
Building Height (feet - distance to tallest building element)	34.5'
Lot Coverage (%)	38%
Floor Area Ratio	0.41:1
Existing Open Storage (square feet)	0
Proposed Open Storage (square feet)	19,407

Site Data Summary Table

	Site Data Summary	Landscape Area
Required interior landscape area (parking lot landscaping) (square feet)	1,056	20,477
Additional interior landscape area provided (square feet)	8,741	1,056
Other landscape area within the lot including Storm Water Conservation Areas (square feet)	93,165	8,741
Total Landscape Area (square feet)	101,906	93,165
Permeable Area (not including landscaping or turf areas) (square feet)	0	101,906
Permeable pavement (square feet)	0	0
Other Permeable Area within the lot not including landscaping or turf areas (square feet)	0	0
Total Permeable Area (square feet)	0	0
Impervious Area (square feet)	408,768	408,768
Building Footprint Area (square feet)	395,189	395,189
Area of Sidewalks, Pavement & other impervious flatwork (square feet)	213,079	213,079
Other Impervious Area (square feet)	0	0
Sum of Total Landscape Area + Total Permeable Area + Total Impervious Area (square feet)	510,174	510,174

Required Parking

Use	Parking Ratio	Area/Number	Parking Required
Mini-Warehouse/Public Storage	1 space/20 units	79 units	4 spaces
Professional/Administrative Office	1 space/300 sf	9,789 sf	33 spaces
Vehicle Repair (Major)	3 space/day	8 bays	24 spaces
Assembly Use	1 space/employee	10 employees	10 spaces
Required Spaces	1 space/3 persons	300 persons	100 Spaces
Joint Parking Allowance*			171 Spaces
		Up to 60 spaces	Least 23 spaces
			148 spaces

*Up to 60% of assembly hall parking to be used for professional/general office & major vehicle repair on weekends and non-evening hours.

APPROVED
 7/16/2024
 SEPTEMBER 16, 2024
 CITY OF PLANO
 PLZ COMMISSION
 PLANNER: JK

EXPIRES
 SEPTEMBER 16, 2026
 CITY OF PLANO

PRELIMINARY SITE PLAN

CITY PROJECT #PSP2024-019
 ADDITION BLOCK A LOT 2
 BEING 11.712 ACRES
 IN THE MARTHA MCBRIDE SURVEY, ABSTRACT NO 553
 CITY OF PLANO
 COLLIN COUNTY, TEXAS

PREPARED: JULY 2024

OWNER/APPLICANT: CROW-BILLINGSLEY PURDUE, LTD.
 1722 ROUTE STREET, SUITE 770
 DALLAS, TX 75201
 CONTACT: KENNETH MARRY
 972-463-4788

ENGINEER/SURVEYOR: HALF
 3803 PARKWOOD, SUITE 800
 FRISCO, TX 75034
 CONTACT: DYLAN HEDRICK
 214-637-3856
 DHEDRICK@HALF.COM

PROJECT NO.: ISSUED: DRAWN BY: CHECKED BY: SCALE: SHEET TITLE: **PSP-1**

MARANELLO PREMIUM AUTO RESIDENCES
 PLANO, TX

half
 AN ARCHITECTURAL FIRM
 1200 NORTH TEXAS ROAD
 SUITE 1000, DALLAS, TEXAS 75201
 TEL: 214-764-2600

PRELIMINARY
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DATE: 7/16/2024
 TIME: 5:18 PM
 USER: ah1746



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024
DEPARTMENT: Zoning
DIRECTOR: Christina Day, Director of Planning
AGENDA ITEM: Public hearing and consideration of an ordinance as requested in Zoning Case 2024-015.
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2024-015 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 4.7 acres of land located on the east side of Mapleshade Lane, 605 feet north of State Highway 190, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Corridor Commercial to Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioners: My Possibilities & NTFB-Perot Family Campus **Conducted and adopted Ordinance No. 2024-10-5**

BACKGROUND

The Planning & Zoning Commission recommended approval of this item with a vote of 8-0 per their Final Report in the attached Supporting Documents.

FINANCIAL SUMMARY/STRATEGIC GOALS

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

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/7/2024	Ordinance
Supporting Documents	10/2/2024	Informational

Zoning Case 2024-015

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 4.7 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the east side of Mapleshade Lane, 605 feet north of State Highway 190, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Corridor Commercial to Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 14th day of October 2024, for the purpose of considering rezoning 4.7 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the east side of Mapleshade Lane, 605 feet north of State Highway 190, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Corridor Commercial to Light Industrial-1; and

WHEREAS, the City Secretary of said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 14th day of October 2024; and

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

WHEREAS, the City Council authorized this Ordinance to be executed without further consideration.

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

Section I. The Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 4.7 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the east side of Mapleshade Lane, 605 feet north of State Highway 190, and within the 190 Tollway/Plano Parkway Overlay District in the City of Plano, Collin County, Texas, from Corridor Commercial to Light Industrial-1, said property being described in the legal description on Exhibit A attached hereto.

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

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

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

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

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

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

PASSED AND APPROVED on the 14th day of October, 2024.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2024-015

BEING a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas, being part of Lot 1, Block A, My Possibilities, an addition to the city of Plano, Collin County, Texas as recorded in Document No. 2018-339, Official Public Records, Collin County, Texas and being more particularly described as follows;

BEGINNING at a point in the centerline of Mapleshade Lane, a 92' public right-of-way as recorded in Instrument No. 20130702000917810, Public Records, Collin County, Texas and also bearing S 46°16'50" E, 2480.25 feet to the southeast corner of the Martha McBride Survey, Abstract No. 553;

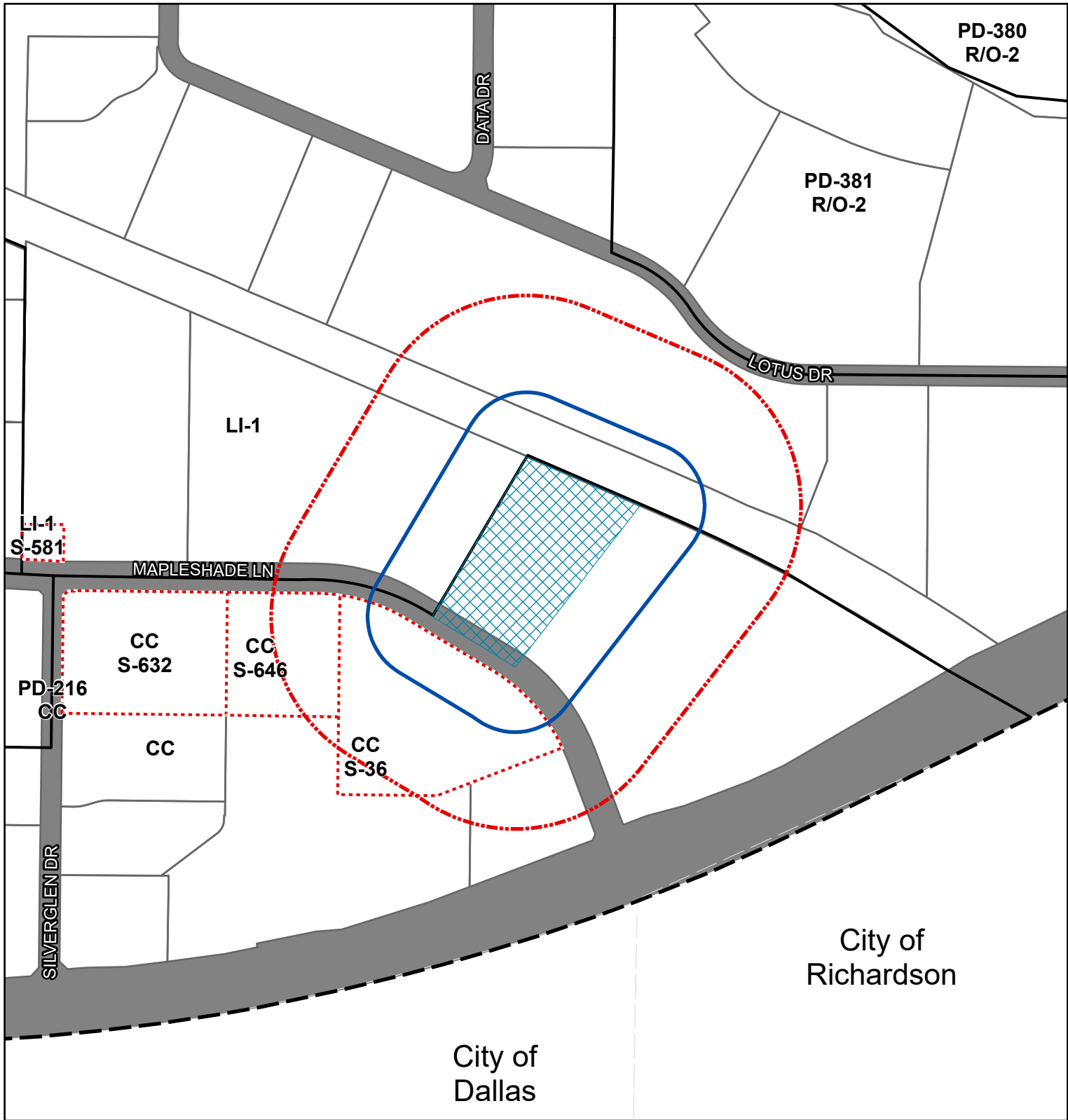
THENCE along said centerline of Mapleshade Lane, a tangent curve to the left whose central angle is 05°02'44", a radius of 586.00 feet, a chord of N 57°36'59" W - 51.59 feet, and a arc length of 51.60 feet;

THENCE continuing along said centerline, N 60°08'05" W, 251.27 feet;

THENCE departing said centerline, N 29°51'09 E, passing at a distance of 45.99 feet an aluminum monument in concrete for the southwest corner of said My Possibilities addition and also being the southeast corner of Lot 1, Block A, North Texas Food Bank, an addition to the City of Plano, Collin County, Texas as recorded in Document No. 2018-723, Official Public Records, Collin County, Texas, for a total distance of 576.38 feet along the common line of said additions, to a 1/2" capped iron rod stamped "SPIARSENG" found for the common corner of said My Possibilities and North Texas Food Bank;

THENCE departing said common line and along the north line of said My Possibilities addition and Gulf Colorado and Santa Fe Railroad as recorded in Volume 503, Page 51, Deed Records, Collin County, Texas, S 67°42'00" E, 383.46 feet;

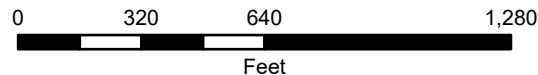
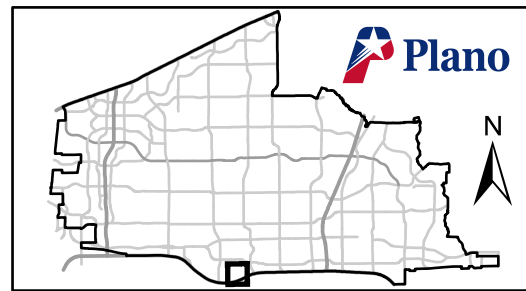
THENCE departing said north line of My Possibilities addition, S 36°51'36" W, and passing at a distance of 587.83 feet, a point on the southern line of My Possibilities addition, also being a north right-of-way line of said Mapleshade Lane, for a total distance of 633.85 feet to the **POINT OF BEGINNING** with the subject tract **CONTAINING** 204,589 square feet or 4.697 acres of land.



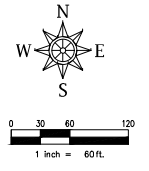
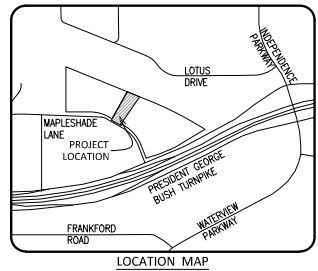
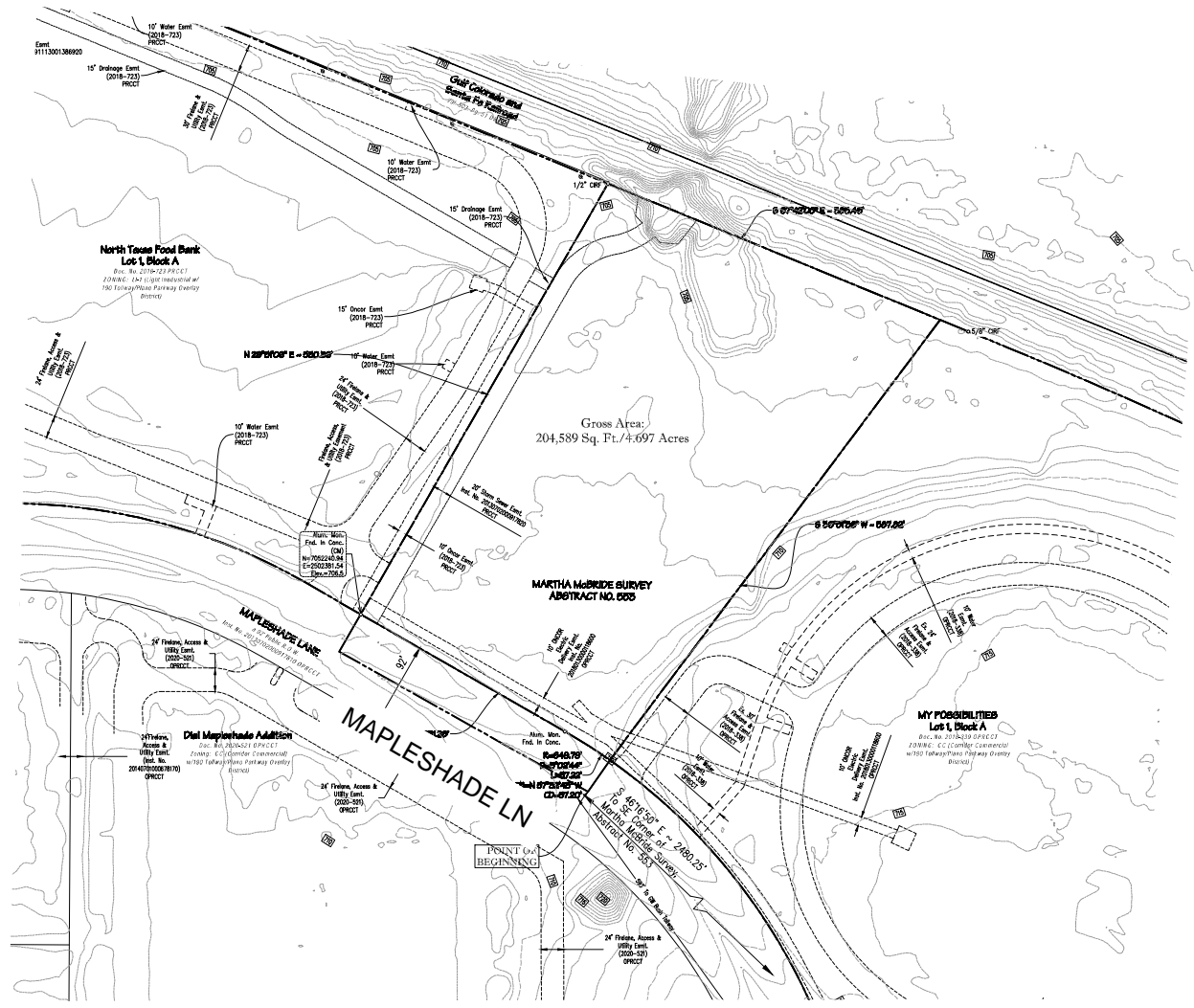
Zoning Case: 2024-015
 Existing Zoning: Corridor Commercial
 Proposed Zoning: Light Industrial-1

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

Source: City of Plano



Drawing: 01/20/24, 08:53:14, 011, 1178, Expediente: 010 (Subdivisión) - Establecimiento, Sección: B, Servicio: S, Tema: 01/21/2024, 4:51:37 PM
 Printed by: Jmarruff, Plot Date: 01/21/2024, 05:37 AM



Gross Area:
204,589 Sq. Ft./4.697 Acres

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas, being part of Lot 1, Block A, My Possibilities, an addition to the City of Plano, Collin County, Texas as recorded in Document No. 2018-339, Official Public Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the centerline of Mapleshade Lane, a 92' public right-of-way as recorded in Instrument No. 2013002009780, Public Records, Collin County, Texas and also bearing S 48°16'00\"/>

- GENERAL NOTES**
- Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plot, or plan approval of development standards shown hereon, or the initiation of the development process. Planning and zoning commission and/or city council action on studies, plots, or plans, relating to development of this property shall be considered as an action separate from action taken on this zoning case.
 - This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Case No. ZC2024-015
ZONING EXHIBIT
NTFB/MP ADDITION
LOT 1R, BLOCK A
 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS
 MARTHA McBRIDE SURVEY ABSTRACT NO. 553
 204,589 Sq. Ft./4.697 Acres

ENGINEER / SURVEYOR Sparz Engineering, LLC 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 322-0077 TBPE No. F-2121 Contact: David Bond	OWNER My Possibilities 3601 Mapleshade Lane Plano, TX 75075 Telephone: (469) 241-9100 Contact: Michael Thomas	APPLICANT NTFB-PROTE Family Campus 4500 S. Codrell Hill Road Dallas, TX 75236 Telephone: (214) 572-4094 Contact: Jeanne Clark
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DATE: September 17, 2024
TO: Honorable Mayor & City Council
FROM: Planning & Zoning Commission
VIA: Mike Bell, AICP, Development Review Manager acting as Secretary of the Planning & Zoning Commission
Christina D. Day, AICP, Director of Planning
SUBJECT: Results of Planning & Zoning Commission Meeting of September 16, 2024

AGENDA ITEM NO. 2A - ZONING CASE 2024-015
PETITIONERS: MY POSSIBILITIES & NTFB-PEROT FAMILY CAMPUS

Request to rezone from Corridor Commercial to Light Industrial-1 on 4.7 acres located on the east side of Mapleshade Lane, 605 feet north of State Highway 190, and within the 190 Tollway/Plano Parkway Overlay District. Project #ZC2024-015.

APPROVED: 8-0

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

RESULTS:

The Commission recommended the item for approval as submitted.

To view the hearing, please click on the provided link:
<https://planotx.new.swagit.com/videos/315227?ts=431>

DW/af

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

Google Link: <https://maps.app.goo.gl/EZaKGk1EYTop6AWn9>

MEETING DATE	TIME	MEETING ID	ZONING CASE
September 16, 2024	7:00 PM	PZ 09.16.24	ZC2024-015

RESULTS for Ban Alali

I, **Ban Alali**, Commissioner, after review of the written information and listening to the hearing participants, voted in **SUPPORT** to this case, finding the following:

(1) The request is consistent with the overall Guiding Principles of the Comprehensive Plan because:

and

(2) The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because:

and

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

- []
- [] Bicycle Transportation Plan Map
- [] Future Land Use Map & Dashboards - Character Defining Elements
- [] Parks Master Plan Map
- [] Thoroughfare Plan Map & Cross-Sections
- [] Undeveloped Land Policy
- [] Other

(4) Comments on any of the above which further explain my position:

I believe that supporting this case does not have a big impact as the CC zoning for my possibilities will stay and the only change is the moving the zoning line so the bank food will be under one zoning.

Ban Alali

September 16, 2024 @ 7:45:54 PM

Signature

Date

MEETING DATE	TIME	MEETING ID	ZONING CASE
September 16, 2024	7:00 PM	PZ 09.16.24	ZC2024-015

RESULTS for Bennett Ratliff

I, **Bennett Ratliff**, 2nd Vice Chair, after review of the written information and listening to the hearing participants, voted in **SUPPORT** to this case, finding the following:

(1) The request is consistent with the overall Guiding Principles of the Comprehensive Plan because:

It is beneficial to the surrounding community and the City at large.

and

(2) The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because:

The North Texas Food Bank and My Possibilities provide important resources to Plano citizens and the surrounding community

and

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

- []
- [] Bicycle Transportation Plan Map
- [] Future Land Use Map & Dashboards - Character Defining Elements
- [] Parks Master Plan Map
- [] Thoroughfare Plan Map & Cross-Sections
- [] Undeveloped Land Policy
- [] Other

(4) Comments on any of the above which further explain my position:

The current land uses remain consistent, only the dividing line between these uses is changed.

Bennett Ratliff

September 16, 2024 @ 7:40:23 PM

Signature

Date

MEETING DATE	TIME	MEETING ID	ZONING CASE
September 16, 2024	7:00 PM	PZ 09.16.24	ZC2024-015

RESULTS for Gary Cary

I, **Gary Cary**, 1st Vice Chair, after review of the written information and listening to the hearing participants, voted in **SUPPORT** to this case, finding the following:

(1) The request is consistent with the overall Guiding Principles of the Comprehensive Plan because:

and

(2) The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because:

and

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

- []
- [] Bicycle Transportation Plan Map
- [] Future Land Use Map & Dashboards - Character Defining Elements
- [] Parks Master Plan Map
- [] Thoroughfare Plan Map & Cross-Sections
- [] Undeveloped Land Policy
- [] Other

(4) Comments on any of the above which further explain my position:



Signature

September 16, 2024 @ 7:40:24 PM

Date

MEETING DATE	TIME	MEETING ID	ZONING CASE
September 16, 2024	7:00 PM	PZ 09.16.24	ZC2024-015

RESULTS for J. Michael Brounoff

I, **J. Michael Brounoff**, Commissioner, after review of the written information and listening to the hearing participants, voted in **SUPPORT** to this case, finding the following:

(1) The request is consistent with the overall Guiding Principles of the Comprehensive Plan because:

The proposed zoning supports the mission of the North Texas Food Bank to distribute food to people in need, which in turn enhances and preserves the welfare of the community and the city as a whole. The charitable distribution of food is certainly a moral guiding principal as well.

and

(2) The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because:

Distributing food to persons in need helps ward off the effects of poverty and is part of a hedge against crime and the deterioration of neighborhoods.

and

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

- []
- [] Bicycle Transportation Plan Map
- [] Future Land Use Map & Dashboards - Character Defining Elements
- [] Parks Master Plan Map
- [] Thoroughfare Plan Map & Cross-Sections
- [] Undeveloped Land Policy
- [X] Other

See above.

(4) Comments on any of the above which further explain my position:

See above.

J. Michael Brounoff

September 16, 2024 @ 7:43:06 PM

Signature

Date

MEETING DATE	TIME	MEETING ID	ZONING CASE
September 16, 2024	7:00 PM	PZ 09.16.24	ZC2024-015

RESULTS for Michael Bronsky

I, **Michael Bronsky**, Commissioner, after review of the written information and listening to the hearing participants, voted in **SUPPORT** to this case, finding the following:

(1) The request is consistent with the overall Guiding Principles of the Comprehensive Plan because:

and

(2) The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because:

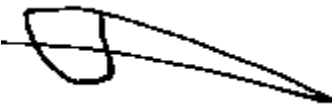
I believe this change is would provide a substantial benefit to both the immediate neighbors and to the surrounding community. This change is also well within the general public interest for Plano today and Plano 2050.

and

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

- []
- [] Bicycle Transportation Plan Map
- [] Future Land Use Map & Dashboards - Character Defining Elements
- [] Parks Master Plan Map
- [] Thoroughfare Plan Map & Cross-Sections
- [] Undeveloped Land Policy
- [] Other

(4) Comments on any of the above which further explain my position:



Signature

September 16, 2024 @ 7:40:30 PM

Date

MEETING DATE	TIME	MEETING ID	ZONING CASE
September 16, 2024	7:00 PM	PZ 09.16.24	ZC2024-015

RESULTS for Tosan Olley

I, **Tosan Olley**, Commissioner, after review of the written information and listening to the hearing participants, voted in **SUPPORT** to this case, finding the following:

(1) The request is consistent with the overall Guiding Principles of the Comprehensive Plan because:

Supports guiding principles 1.1 & 2.1

and

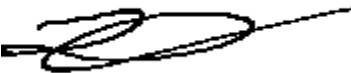
(2) The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because:

and

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

- []
- [] Bicycle Transportation Plan Map
- [] Future Land Use Map & Dashboards - Character Defining Elements
- [] Parks Master Plan Map
- [] Thoroughfare Plan Map & Cross-Sections
- [] Undeveloped Land Policy
- [] Other

(4) Comments on any of the above which further explain my position:



Signature

September 16, 2024 @ 7:42:20 PM

Date

MEETING DATE

Monday, September 16, 2024

RESULTS

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

1. The request is consistent with the overall Guiding Principles of the Comprehensive Plan because: this site was zoned LI before and got rezoned to CC due to historic changes. and and changing back to LI is align with the use of the original zoning.
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: it will be a great complementary property for the NTFB.
3. The request is consistent with other policies, actions, maps:
 - Future Land Use Map and Dashboards – Character Defining Elements
 - Thoroughfare Plan Map & Cross-Sections
 - Bicycle Transportation Plan Map
 - Parks Master Plan Map
 - Expressway Corridor Environmental Health Map
 - Undeveloped Land Policy
 - Other: Good use for this land at this location
4. Comments on any of the above which further explain my position: _____.

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


Signature

9/16/2024
Date

MEETING DATE

Monday, September 16, 2024

RESULTS

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

1. The request is consistent with the overall Guiding Principles of the Comprehensive Plan because: IT MEETS A SIGNIFICANT NEED IN PLANO & SURROUNDING COMMUNITIES; and
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: SO MANY IN OUR COMMUNITY LACK SUFFICIENT FOOD & NUTRITIONAL SOURCES and
3. The request is consistent with other policies, actions, maps:
 - Future Land Use Map and Dashboards – Character Defining Elements
 - Thoroughfare Plan Map & Cross-Sections
 - Bicycle Transportation Plan Map
 - Parks Master Plan Map
 - Expressway Corridor Environmental Health Map
 - Undeveloped Land Policy
 - Other: BENEFICIAL USES
4. Comments on any of the above which further explain my position: NONE

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

David Downs
Signature

9/16/24
Date

AGENDA ITEM NO. 2A

PUBLIC HEARING: Zoning Case 2024-015

PETITIONERS: My Possibilities & NTFB-Perot Family Campus

CASE PLANNER: Destiny Woods

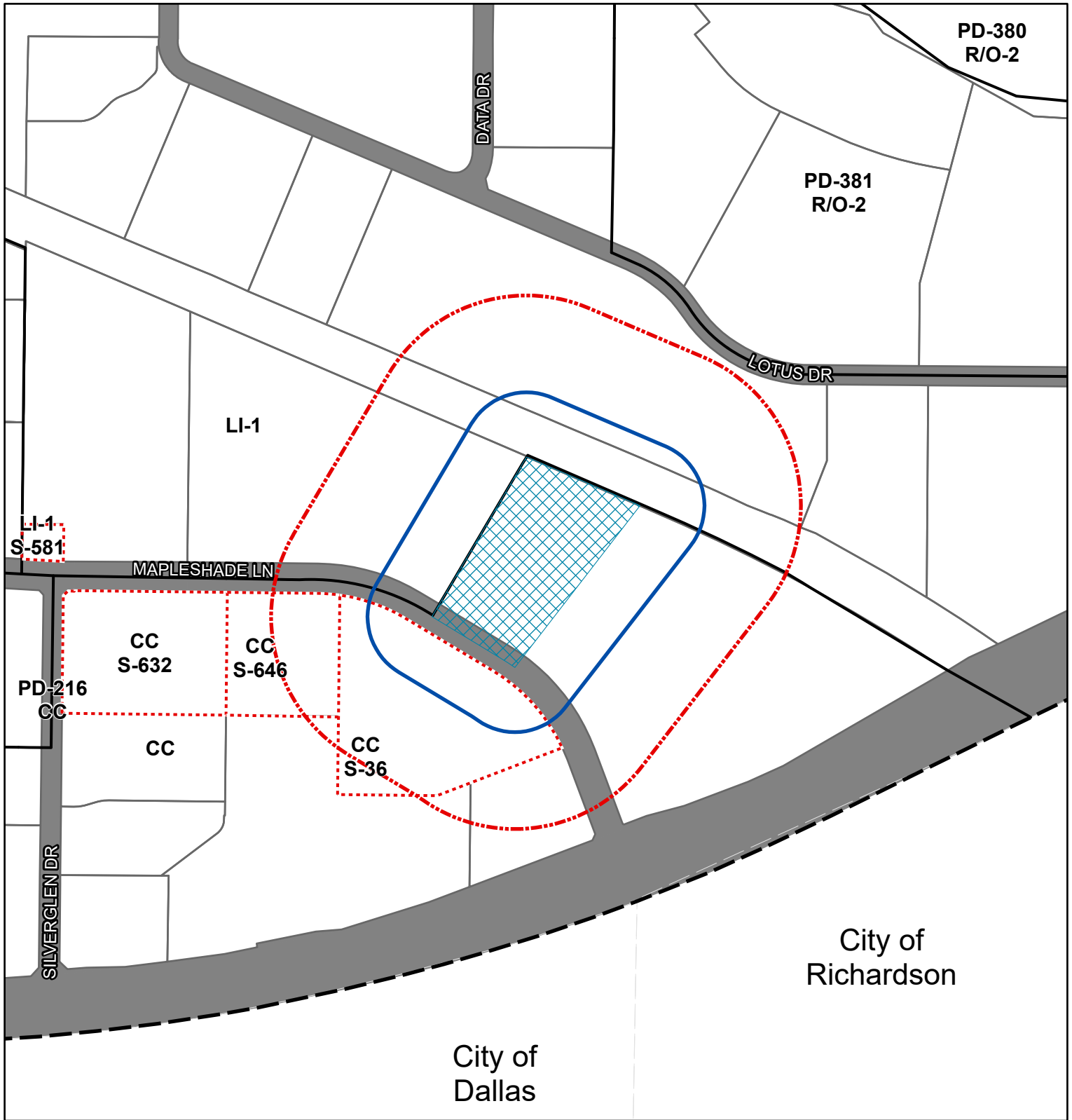
DESCRIPTION: Request to rezone **from** Corridor Commercial **to** Light Industrial-1 on 4.7 acres located on the east side of Mapleshade Lane, 605 feet north of State Highway 190, and within the 190 Tollway/Plano Parkway Overlay District. Project #ZC2024-015.

EXECUTIVE SUMMARY

The primary purpose of this request is to rezone the subject property from Corridor Commercial (CC) to Light Industrial-1 (LI-1) to facilitate the expansion of the North Texas Food Bank, located immediately to the west of the property. Major topics of consideration include:

- Proposed Change of Ownership – The subject property is currently part of a larger 20-acre lot developed with a non-profit trade school operation. The owner, My Possibilities, is proposing to sell 4.7 acres of property to their neighbor, North Texas Food Bank (NTFB), who owns the adjacent 13.1 acre lot to the west. This sale will facilitate expansion of the NTFB’s warehouse/distribution center operations, as shown on the associated preliminary site plan in Agenda Item No. 2B. The proposed rezoning would extend the NTFB’s current LI-1 zoning to cover the area of the expansion, which is required because warehouse/distribution center is not an allowed use in the CC district but is allowed in the LI-1 district. The lot should have consistent zoning, and this change will allow the expansion of the NTFB operations.
- Conformance to the Comprehensive Plan – The subject property is designated Suburban Activity Centers (SA) on the Future Land Use Map. Warehouse/Distribution Center is generally inconsistent with the SA designation. Approval of the request will require findings due to lack of consistency with the mix of uses in the SA future land use category.

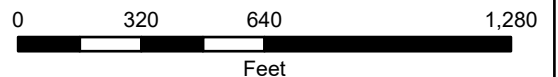
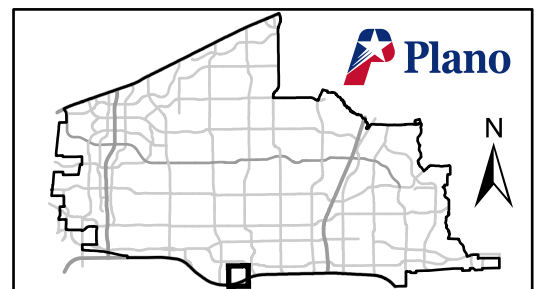
This request is disfavored due to the lack of conformance with the mix of uses standards in the comprehensive plan. A preliminary site plan accompanies this request as Agenda Item 2B.



Zoning Case: 2024-015
 Existing Zoning: Corridor Commercial
 Proposed Zoning: Light Industrial-1

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



Source: City of Plano






LOTUS DR

MAPLESHADE LN

 **Plano** 

Zoning Case 2024-015

 Area of Request

Source: City of Plano



STAFF PRELIMINARY REPORT – INTRODUCTORY REMARKS

The purpose of the request is to rezone from Corridor Commercial (CC) to Light Industrial-1 (LI-1).

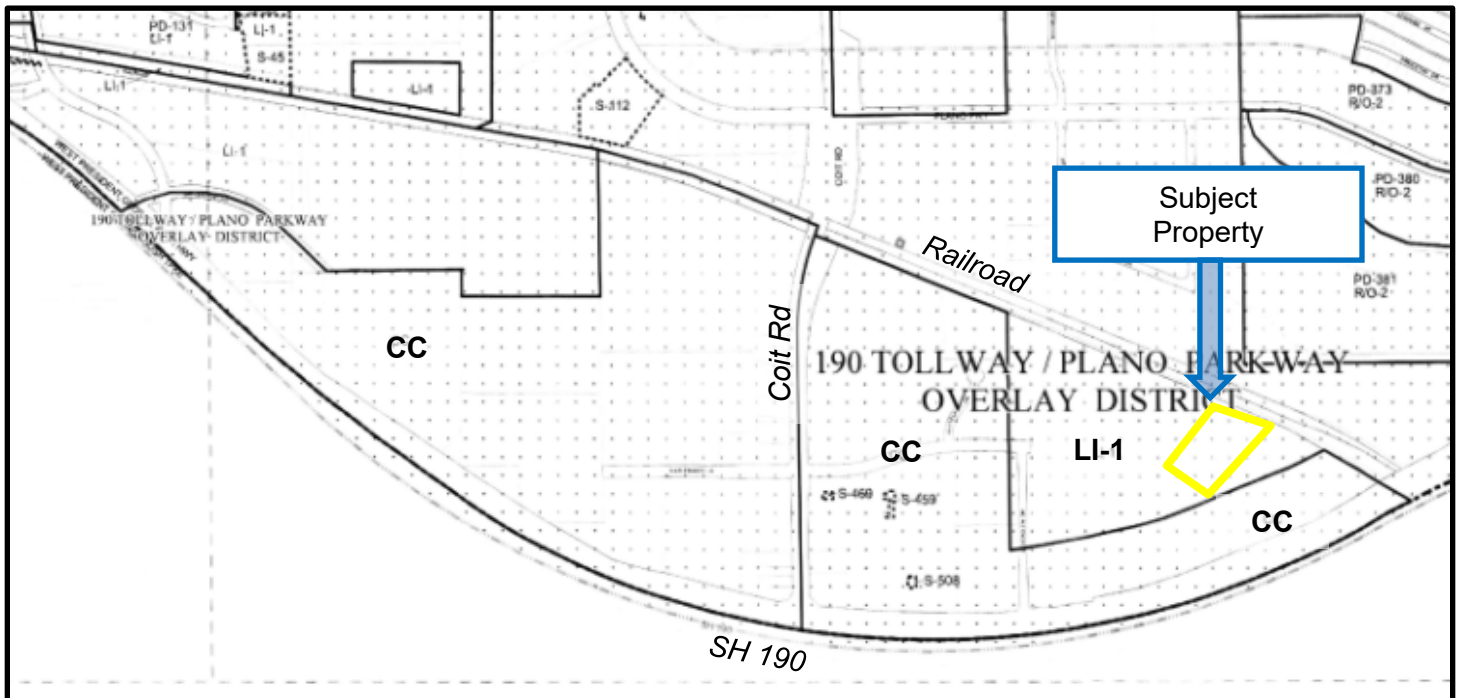
Zoning

Sections 10.600.1 and 10.1400.1 of the Zoning Ordinance state the purposes of the CC and LI-1 districts respectively, as follows:

- **Corridor Commercial (CC):** The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways.
- **Light Industrial-1 (LI-1):** The LI-1 district is intended to provide areas for light manufacturing firms engaged in processing, assembling, warehousing, research and development, and incidental services that are developed in accordance with the same performance standards applicable to all other zoning districts.

History

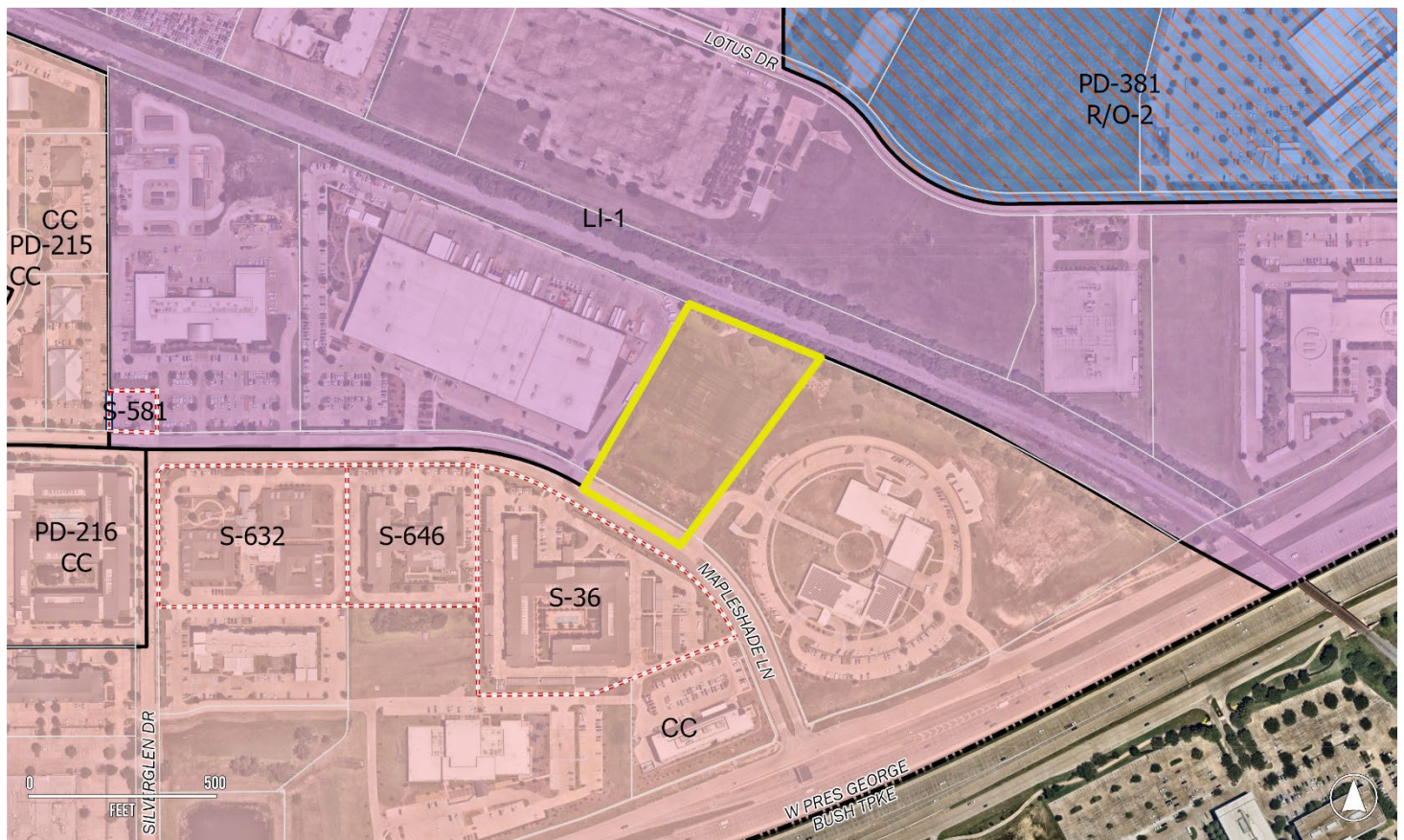
Much of the area along the Plano Parkway corridor was previously zoned LI-1. In the early 2000s, the land around the intersections of Coit Road and State Highway 190 was rezoned to CC as part of a city-initiated rezoning to align the area with the comprehensive plan. At the time, the subject property (shown in yellow) was part of a triangular area excluded from the rezoning and remained LI-1.



In 2017, My Possibilities acquired their current lot, which at the time had split zoning between LI-1 and CC. To remove the split zoning, the western portion of property (including the subject property) was rezoned from LI-1 to CC. This request would rezone a portion of that land back to its prior LI-1 zoning.

Surrounding Land Use and Zoning

North	The property to the north across the railroad is zoned Light Industrial-1 (LI-1) and is currently developed with a parking lot. A preliminary site plan for a light manufacturing use was approved earlier this year.
East	The property is zoned Corridor Commercial (CC) and is developed with a trade school.
South	The property is zoned CC with Specific Use Permit No. 36 (S-36) for Independent Living Facility and is developed with an independent living facility.
West	The property is zoned LI-1 and is developed with a warehouse/distribution center.



STAFF PRELIMINARY REPORT – CONFORMANCE TO THE COMPREHENSIVE PLAN

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

Core Policies

The following policies serve as the fundamental basis for all staff recommendations for zoning cases.

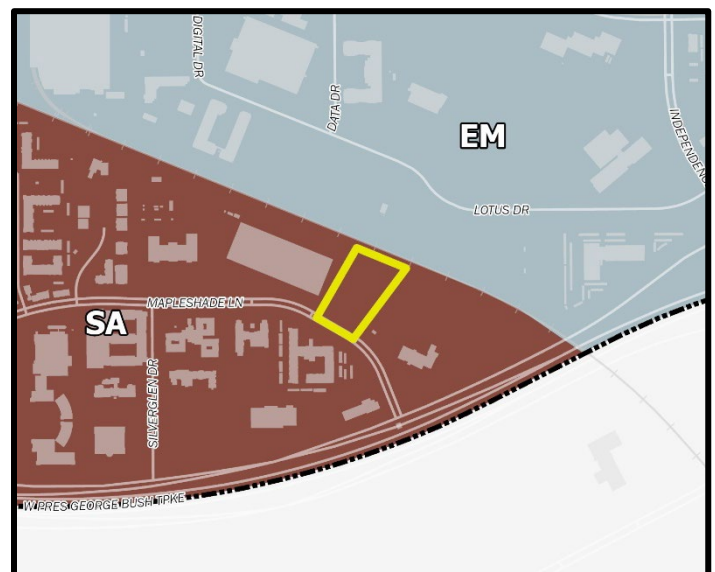
Land Use: *Plano will support a system of organized land use to provide housing and employment choices aligned with the market, where new and redevelopment areas respect the viability and quality of life for existing neighborhoods, businesses, and institutions.*

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

Future Land Use Map Category & Dashboard

Future Land Use – The subject property is located within the **Suburban Activity Centers (SA)** category of the Future Land Use Map (FLUM).

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



The request to rezone 4.7 acres to allow for the expansion of the existing warehouse/distribution center is inconsistent with the description of the SA category. A warehouse/distribution center is an *Industrial Type* of use as classified by the Comprehensive Plan and is not identified as a primary or supported use within these areas.

FLUM – SA Description and Priorities		
Description		Does Not Meet
Priorities	#1: <i>Creating destination shopping and entertainment centers.</i>	N/A
	#2: <i>Activated open space, quality building materials, and walkable streetscapes internal to the development.</i>	N/A
	#3: <i>Thoughtfully and cohesively planned mix of uses.</i>	N/A

Mix of Uses – If approved, the request would result in an increase in the *Industrial Types* of uses within the Employment Mix, moving these types further away from the recommendation as shown in the table below. Therefore, this request is not supported by the SA Mix of Uses and Findings will be required to approve this request.

FLUM – SA Mix of Uses				
Mix of Uses	Type	Recommended	Proposed	Analysis
Land Use Mix (acres)	Employment	60-100%	73.6% <i>(No Change)</i>	Meets
	Housing	0-40%	24.5% <i>(No Change)</i>	Meets
Employment Mix (acres)	Retail Types	40-80%	45.3% <i>(No Change)</i>	Meets
	Office Types	20-40%	20.6% <i>(No Change)</i>	Meets
	Institutional Types	0-40%	20.0% <i>(-2.02%)</i>	Meets
	Industrial Types	0-5%	8.4% <i>(+ 2.02%)</i>	Does Not Meet <i>(Triggers Findings)</i>
Housing Mix (units)	—	—	—	N/A

Desirable Character Defining Elements in SA Designation – The request is consistent with most of the character defining elements of the SA designation except for Intensity and Open Space. The applicant is proposing 30% lot coverage per the associated preliminary site plan. This percentage is allowed by the proposed LI-1 zoning district but is inconsistent with the 50-75% lot coverage recommended by the SA designation. Additionally, there is no active open space proposed with this request; however, open space would not be appropriate in a warehouse/distribution center development.

FLUM – SA Desirable Character Defining Elements			
Element	Recommended	Proposed	Analysis
Building Height	1 to 5 Stories	1 and 2.5 Stories	Meets
Density	Single-Family: 4 to 22 DUA Multifamily: 10 to 50 DUA	N/A	N/A
Intensity	Moderate (50 to 75% Lot Coverage)	30% lot coverage	Does Not Meet
Open Space	15% to 20% Active Open Space	0% Active Open Space	Does Not Meet
Parking Orientation	Residential: Structured, on-street Non-residential: Mix of structured, on-street, surface lots, valet	Surface Parking	Meets
Block Pattern & Streetscape	Short to Medium Block Grid Urban and Traditional Streets	No new public or private streets are proposed	Meets
Multimodal Access Automobiles	Medium: May require short walk to destination	Direct access provided from Mapleshade Lane	Meets
Multimodal Access Transit	Medium: Served by bus	Site is served by DART Bus Route #236 and #241 located approximately 1.5 miles from the site.	Meets
Multimodal Access Micromobility	Medium: Connected to trails and bike routes	On-Street Bike Route #45 is directly adjacent to the site along Mapleshade Lane and Preston Ridge Trail is located approximately 1.5 miles from the site.	Meets
Multimodal Access Pedestrians	Medium: Highly walkable internal to the site	Existing sidewalks along Mapleshade Lane will be maintained.	Meets

Other Comprehensive Plan Maps

The request is in conformance with and would not require improvements applicable to the Thoroughfare Plan Map, Bicycle Transportation Plan Map, or Parks Master Plan Map

[Expressway Corridor Environmental Health Map](#) – A portion of the subject site is located within Expressway Corridor Environmental Health boundary EHA-1; warehouse/distribution center uses are not considered a sensitive land use. Thus, staff finds that the request is in conformance with the Expressway Corridor Environmental Health Map.

Additional Comprehensive Plan Policies – The following policies are applicable on a case-by-case basis depending upon the type, location, and general nature of the request.

[Redevelopment of Regional Transportation Corridors Policy](#) – *Plano will encourage reinvestment and redevelopment of identified regional transportation corridors to create cohesive developments that*

incorporate well-designed commercial, retail, and housing opportunities, where those uses are appropriate according to the Future Land Use Map and other related Comprehensive Plan standards.

The subject site is located within the PGBT/190 expressway corridor. The request for the expansion of the existing warehouse/distribution center is inconsistent with the Future Land Use Map as it would exceed the SA Mix of Uses Dashboard recommendation for *Industrial Types*. Thus, staff finds that the request is not in conformance with the Redevelopment of Regional Transportation Corridors Policy.

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

Approval of this request would allow for the expansion of the existing North Texas Food Bank warehouse/distribution center. The subject area is currently utilized, in part, as recreational open space (soccer field); if approved the expansion of the existing North Texas Food Bank warehouse/distribution center would offer skilled employment consistent with the Undeveloped Land Policy.

[Findings Policy Assessment](#)

Findings are required to approve this request because the request does not comply with the Mix of Uses recommendation of the SA Dashboard.

Adequacy of Public Facilities – The following items have been reviewed in support of the [Facilities & Infrastructure Policy](#).

Water and Sewer – Water and sanitary sewer services are available to serve the subject property.

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

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

Parks – N/A

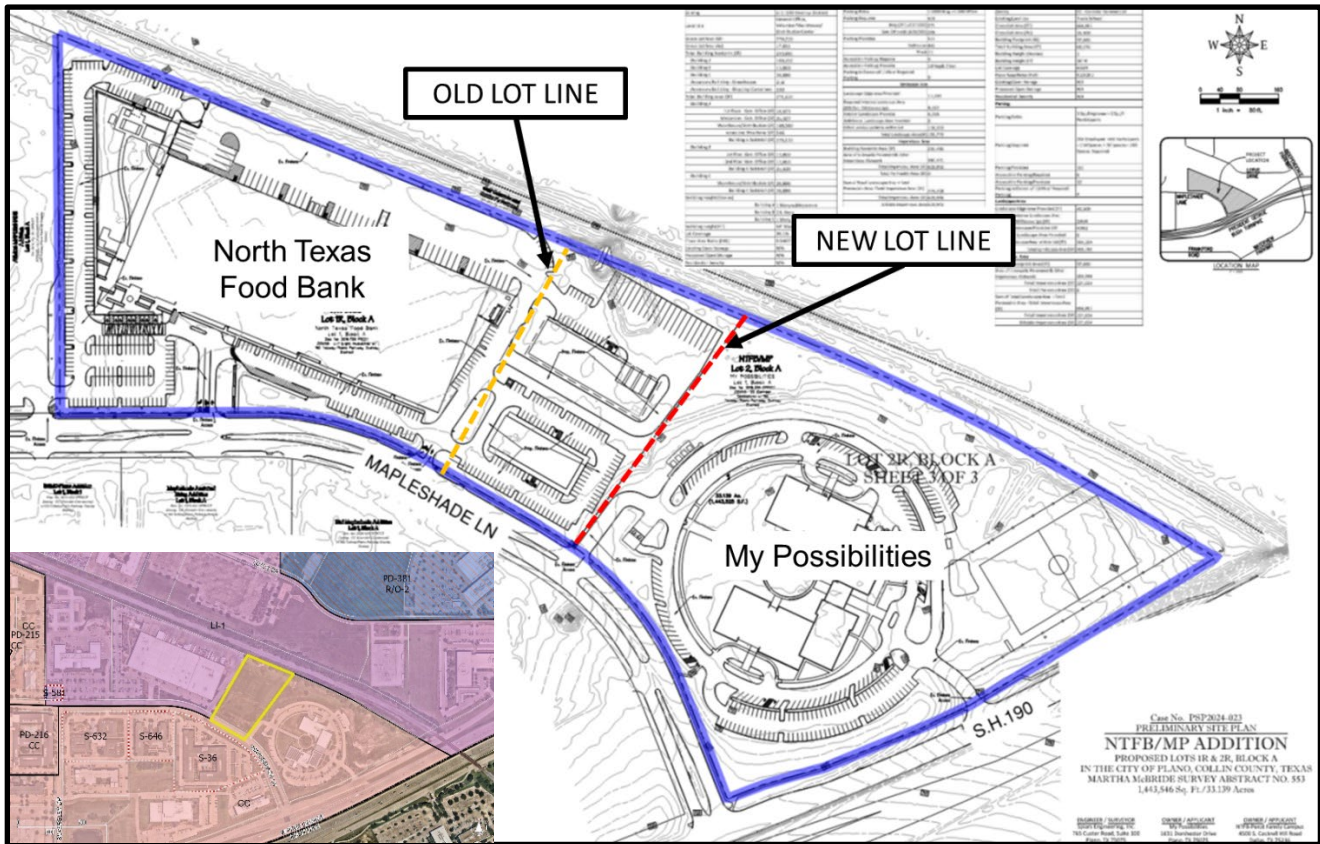
Libraries – N/A

Conformance to the Comprehensive Plan Summary

Policy or Study	Analysis
Future Land Use Map and Dashboards	
<i>Description & Priorities</i>	Does Not Meet
<i>Mix of Uses</i>	Does Not Meet (Triggers Findings Policy)
<i>Character Defining Elements</i>	Meets
Other Comprehensive Plan Maps	Meets
Redevelopment of Regional Transportation Corridors Policy	Does Not Meet
Undeveloped Land Policy	Meets
Findings Policy	Findings Required
Facilities & Infrastructure Policy	Meets

STAFF PRELIMINARY REPORT – ANALYSIS & RECOMMENDATION

Associated Replat – The subject property is currently a portion of a 20-acre lot developed with a trade school. To the west is the existing location of the North Texas Food Bank (NTFB). My Possibilities is proposing to sell a portion of their property to the NTFB, facilitating an expansion of the NTFB's operations. As shown in the image below, an associated replat will shift the property line separating the two lots from the current (old) location shown in orange to the proposed (new) location shown in red. The space between the two lines is the area proposed to be rezoned to LI-1 to match the NTFB's existing zoning.



Proposed Zoning – The purpose of the LI-1 zoning is to provide areas for light manufacturing, warehousing, research and development, and other similar uses. An expansion of the LI-1 zoning is generally inconsistent with the city's goal of transforming the area into a Suburban Activity Center (SA); however, in this specific case, the rezoning would allow expansion of an existing warehouse/distribution center business on the edge of the SA designation in an area that historically been zoned for light industrial uses. The expansion of the business would not hinder the ability of the area to continue transformation into a viable activity center and enable a non-profit to expand food distribution to those in need which is substantially beneficial to the general public interest.

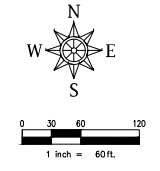
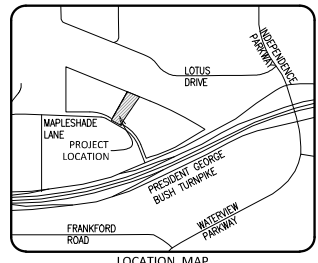
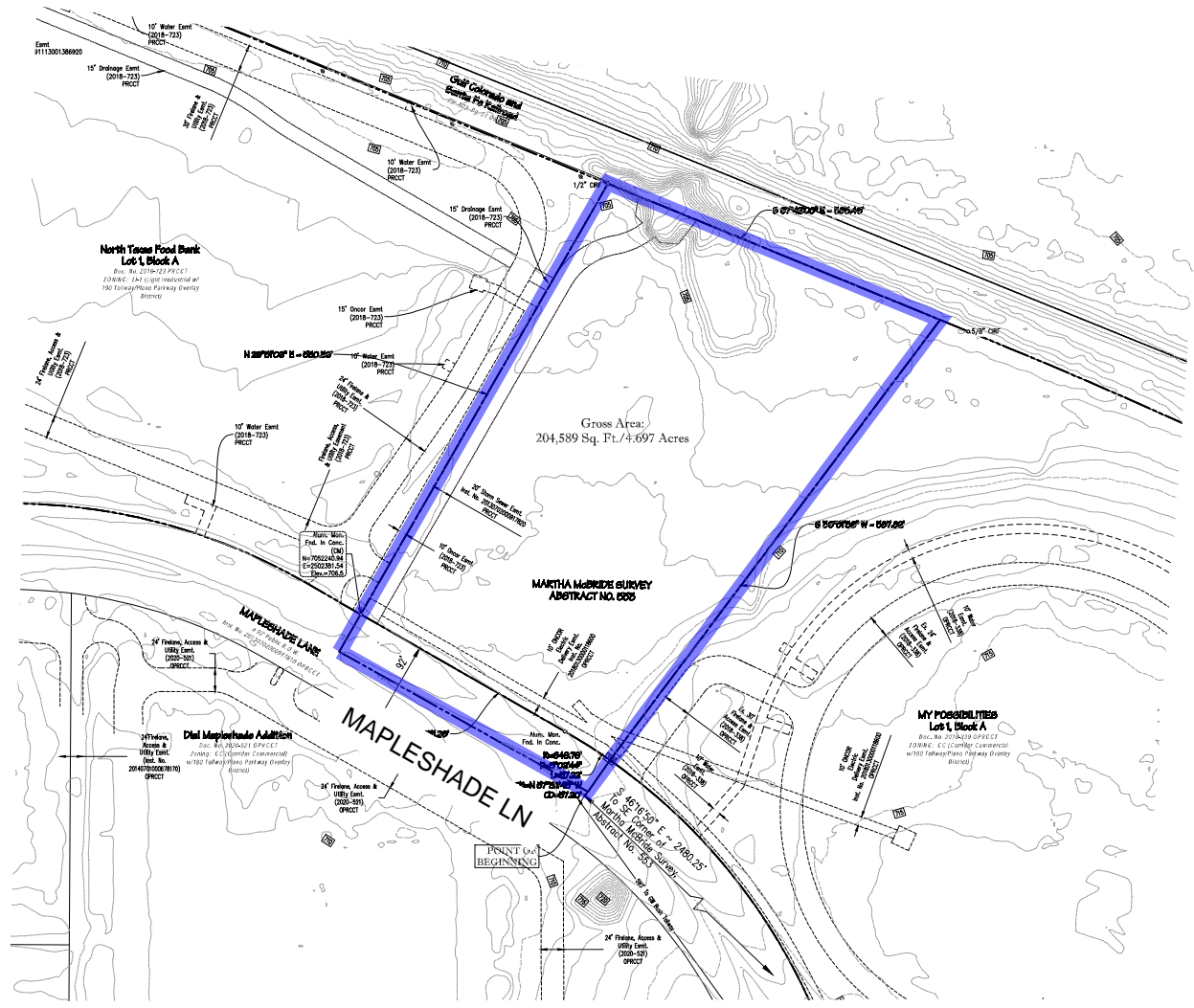
SUMMARY:

This request is intended to rezone the subject property from Corridor Commercial to Light Industrial-1 to allow for the expansion of the adjacent warehouse/distribution center. The contiguous expansion is an appropriate request given the surrounding zoning, land uses, and site history. However, the request is not in conformance with the recommendations of the comprehensive plan and will require findings.

RECOMMENDATION:

This request is disfavored under the Comprehensive Plan because the proposal does not conform to the mix of uses of the Suburban Activity Center Dashboard. The Planning & Zoning Commission may occasionally allow proposals that do not strictly conform to the plan's standards if the request is found consistent with the Guiding Principles of the Comprehensive Plan and substantially beneficial to the immediate neighbors, surrounding community, and general public interest.

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 Printed by: Jmarruff, Plot Date: 01/21/2024, 05:37 AM



METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas, being part of Lot 1, Block A, My Possibilities, an addition to the City of Plano, Collin County, Texas as recorded in Document No. 2018-339, Official Public Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the centerline of Mapleshade Lane, a 92' public right-of-way as recorded in Instrument No. 20130702009780, Public Records, Collin County, Texas and also bearing S 48°16'00" E, 2480.25 feet to the southeast corner of the Martha McBride Survey, Abstract No. 553;

THENCE along said centerline of Mapleshade Lane, a tangent curve to the left whose central angle is 05°02'44", a radius of 586.00 feet, a chord of N 57°35'59" W - 51.59 feet, and an arc length of 51.60 feet;

THENCE continuing along said centerline, N 60°08'05" W, 251.27 feet;

THENCE departing said centerline, N 29°51'09" E, passing at a distance of 49.98 feet on aluminum monument in concrete for the southwest corner of said My Possibilities addition and also being the southeast corner of Lot 1, Block A, North Texas Food Bank, an addition to the City of Plano, Collin County, Texas as recorded in Document No. 2018-723, Official Public Records, Collin County, Texas, for a total distance of 376.38 feet along the common line of said additions, to a 1/2" capped iron rod stamped "SPARSENO" found for the common corner of said My Possibilities and North Texas Food Bank;

THENCE departing said common line and along the north line of said My Possibilities addition and Gulf Colorado and Santa Fe Railroad as recorded in Volume 503, Page 51, Deeds Records, Collin County, Texas, S 67°42'00" E, 383.46 feet;

THENCE departing said north line of My Possibilities addition, S 36°51'36" W, and passing at a distance of 587.83 feet, a point on the southern line of Mapleshade Lane, for a total distance of 633.85 feet to the POINT OF BEGINNING with the subject tract containing 204,589 square feet or 4.697 acres of land.

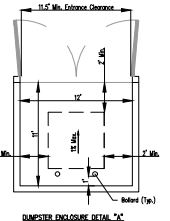
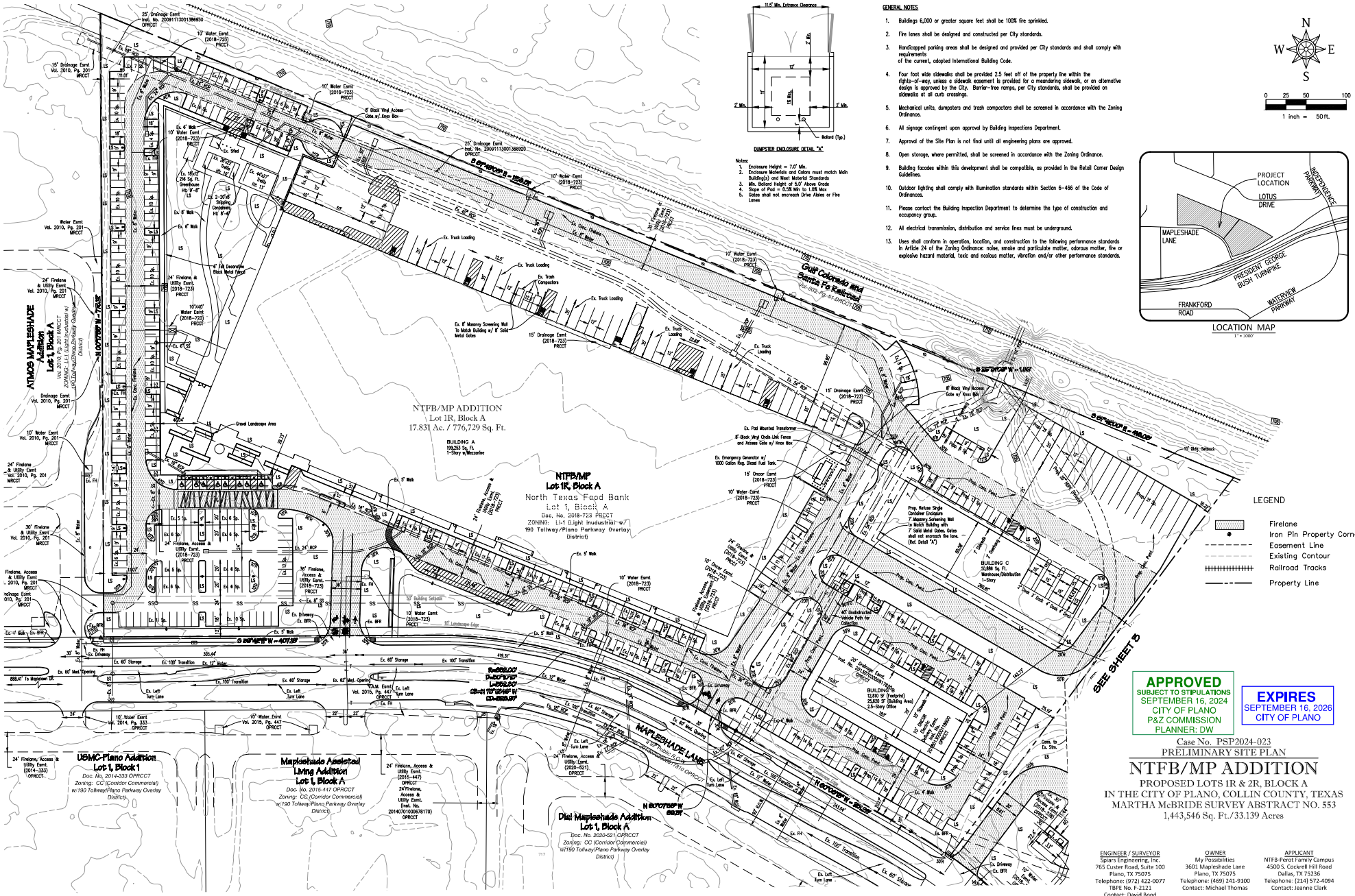
GENERAL NOTES

- Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plot, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning and zoning commission and/or city council action on studies, plots, or plans, relating to development of this property shall be considered as an action separate from action taken on this zoning case.
- This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Case No. ZC2024-015
ZONING EXHIBIT
NTFB/MP ADDITION
LOT 1R, BLOCK A
 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS
 MARTHA McBRIDE SURVEY ABSTRACT NO. 553
 204,589 Sq. Ft./4.697 Acres

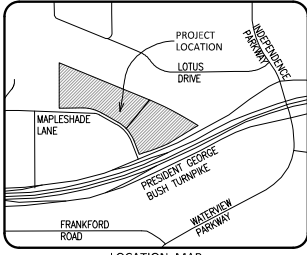
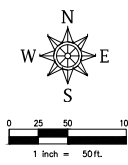
ENGINEER / SURVEYOR Sparz Engineering, LLC 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBP# No. F-2121 Contact: David Bond	OWNER My Possibilities 3601 Mapleshade Lane Plano, TX 75075 Telephone: (469) 241-9100 Contact: Michael Thomas	APPLICANT NTFB-PROTE Family Campus 4500 S. Codrell Hill Road Dallas, TX 75236 Telephone: (214) 572-4094 Contact: Jeanne Clark
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Drawn: SA 2024-09-03 11:43:11, TERS, Escobedo, C:\Users\mcarroll\Documents\Site\Drawings\2024\Pre-Design\Site\Drawings\2024-09-03 11:43:11.dwg, 8.53x5.92, JM, Printed by: Johnson, Date: 09/24/2024, 8:55 AM

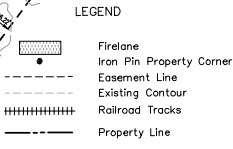


- Notes:
1. Enclosure Height = 7'0" Min.
 2. Enclosure Materials and Colors must match Main Building(s) and Meet Material Standards
 3. Min. Natural Height at 5'0" Above Grade
 4. Slope of Foot = 0.5% Min to 1.0% Max
 5. Gates shall not encroach Drive Sides or Fire Lanes

- GENERAL NOTES
1. Buildings 6,000 or greater square feet shall be 100% fire sprinkled.
 2. Fire lanes shall be designed and constructed per City standards.
 3. Handicapped parking areas shall be designed and provided per City standards and shall comply with requirements of the current, adopted International Building Code.
 4. Four foot wide sidewalks shall be provided 2.5 feet off of the property line within the rights-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.
 5. Mechanical units, dumpsters and trash compactors shall be screened in accordance with the Zoning Ordinance.
 6. All signage contingent upon approval by Building Inspections Department.
 7. Approval of the Site Plan is not valid until all engineering plans are approved.
 8. Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
 9. Building facades within this development shall be compatible, as provided in the Retail Corner Design Guidelines.
 10. Outdoor lighting shall comply with illumination standards within Section 6-466 of the Code of Ordinances.
 11. Please contact the Building Inspection Department to determine the type of construction and occupancy group.
 12. All electrical transmission, distribution and service lines must be underground.
 13. Uses shall conform in operation, location, and construction to the following performance standards in Article 24 of the Zoning Ordinance: noise, aroma and particulate matter, odorous matter, fire or explosive hazard material, toxic and noxious matter, vibration and/or other performance standards.



LOCATION MAP
1" = 100'



APPROVED
SUBJECT TO STIPULATIONS
SEPTEMBER 16, 2024
CITY OF PLANO
P&Z COMMISSION
PLANNER: DW

EXPIRES
SEPTEMBER 16, 2026
CITY OF PLANO

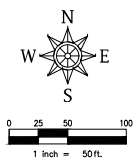
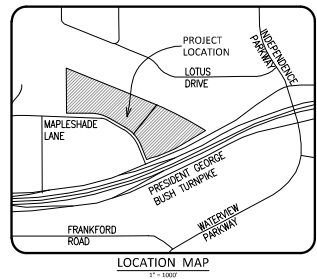
Case No. PSP2024-023
PRELIMINARY SITE PLAN
NTFB/MP ADDITION
PROPOSED LOTS 1R & 2R, BLOCK A
IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS
MARTHA McBRIDE SURVEY ABSTRACT NO. 553
1,443,546 Sq. Ft./33,139 Acres

ENGINEER / SURVEYOR
Spars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TFPS No. F-2121
Contact: David Bond

OWNER
My Possibilities
3601 Mapleshade Lane
Plano, TX 75075
Telephone: (469) 241-9100
Contact: Michael Thomas

APPLICANT
NTFB-Parrot Family Campus
4500 S. Coakett Hill Road
Dallas, TX 75236
Telephone: (214) 572-4094
Contact: Jeanne Clark

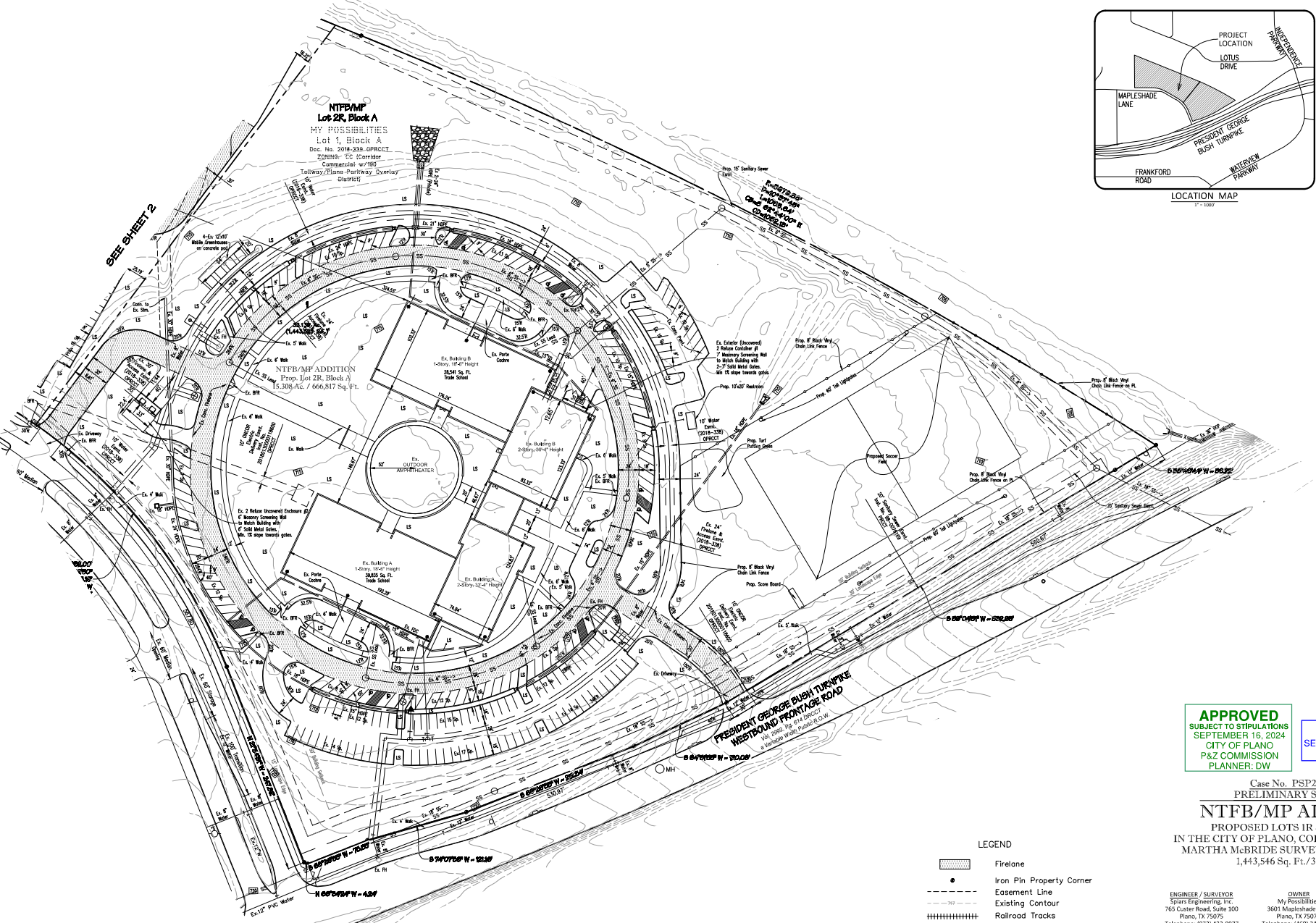
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 Checked by: Johnson, Eric Date: 07/20/24 8:55 AM
 Approved by: Johnson, Eric Date: 07/20/24 8:55 AM



NTFB/MP
Lot 2R, Block A
 MY POSSIBILITIES
 Lot 3, Block A
 Dec. No. 2018-288-000002
 ZONING: EC (Corridor
 Commercial w/190
 Tollway/Plaza Parkway Overlay
 District)

SEE SHEET 2

NTFB/MP ADDITION
 Prop. (Lot 2R, Block A)
 5.308 AC / 666,817 Sq. Ft.



APPROVED
 SUBJECT TO STIPULATIONS
 SEPTEMBER 16, 2024
 CITY OF PLANO
 P&Z COMMISSION
 PLANNER: DW

EXPIRES
 SEPTEMBER 16, 2026
 CITY OF PLANO

Case No. PSP2024-023
PRELIMINARY SITE PLAN
NTFB/MP ADDITION
 PROPOSED LOTS 1R & 2R, BLOCK A
 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS
 MARTHA McBRIDE SURVEY ABSTRACT NO. 553
 1,443,546 Sq. Ft./33.139 Acres

- LEGEND**
- Firelane
 - Iron Pin Property Corner
 - Easement Line
 - Existing Contour
 - Railroad Tracks
 - Property Line

ENGINEER / SURVEYOR Spartz Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBP# No. F-2121 Contact: David Bond	OWNER MY Possibilities 3601 Mapleshade Lane Plano, TX 75075 Telephone: (972) 243-8100 Contact: Michael Thomas	APPLICANT NTFB-Porter Family Campus 4500 S. Cockrell Hill Road Dallas, TX 75236 Telephone: (214) 572-4004 Contact: Jeanne Clark
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MEETING DATE

Monday, October 14, 2024

RESULTS

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

1. The request is consistent with the overall Guiding Principles of the Comprehensive Plan because: _____;
and
2. The request is substantially beneficial to the immediate neighbors, surrounding community, and general public interest because: _____;
and
3. The request is consistent with other policies, actions, maps:
 - Bicycle Transportation Plan Map
 - Expressway Corridor Environmental Health Map
 - Future Land Use Map and Dashboards – Character Defining Elements
 - Parks Master Plan Map
 - Thoroughfare Plan Map & Cross-Sections
 - Undeveloped Land Policy
 - Other: _____
4. Comments on any of the above which further explain my position:

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

Signature

Date

City Council Findings Form

The Guiding Principles establish overarching themes that apply to all policies and actions and express values for Today, 2050, and Together. These Principles are not intended to stand alone but to be used in concert with one another and carry across the Plan as a whole. Each principle must be judged through a lens that incorporates all of the other principles to be fully and accurately understood.

Guiding Principle 1 | Plano Today

- 1.1. The Plan enhances the quality of life in the near term, continually striving to meet the needs and priorities of current residents, businesses, and institutions of Plano.
- 1.2. The Plan promotes the safety, viability, and vibrancy of Plano's existing neighborhoods, managing growth and shaping change that complements the city's suburban character and rich history.
- 1.3. The Plan promotes the educational, recreational, and cultural centers of the community, providing an environment for world-class facilities, businesses, and institutions that support a vital economy.
- 1.4. The Plan respects the suburban character of Plano and seeks to preserve and enhance the built environment.
- 1.5. The Plan acknowledges that Plano is mostly developed and does not anticipate significant changes in population or residential development in the future.
- 1.6. Implementation of the Plan will be open and transparent, with a high standard for exceptions to land use principles, proactively seeking community input, and updated when needed with opportunities for the public to continually share their needs and priorities with community leaders and inform the decision-making process.

Guiding Principle 2 | Plano 2050

- 2.1. The Plan enhances the quality of life in the long term, preparing for future generations of residents, businesses, and institutions of Plano who may not yet have a voice but are impacted by the decisions of today.
- 2.2. The Plan successfully manages Plano's transition to a mature city, seeking innovative approaches and best practices to accommodate emerging trends, technologies, and opportunities that improve the quality of life and allow the city to remain attractive and vibrant into the future.
- 2.3. The Plan builds on Plano's strong history of thoughtful planning, guiding future development and redevelopment where it is safe, attractive, appropriate, and convenient; contributes to a variety of housing, employment, and social opportunities; and respects the natural environment.
- 2.4. Implementation of the Plan will be fiscally responsible, ensuring that alternatives are considered and completion of actions provides the greatest long-term value.

Guiding Principle 3 | Plano Together

- 3.1. The Plan serves people of all backgrounds, striving to meet the needs of an inclusive and vibrant community that calls Plano "home."
- 3.2. The Plan promotes a community that is safe, engaged, and rich in educational, cultural, and recreational opportunities that are highly desirable to residents and visitors alike.
- 3.3. The Plan embraces Plano's position as a leader in the region, demonstrating the city's standard of excellence and supporting our neighbors through linkages including health, economy, culture, transportation, and sense of community.
- 3.4. The Plan manages growth and redevelopment in a gradual manner, ensuring changes are beneficial to neighbors and the surrounding community based on real, city-level demand.
- 3.5. Implementation of the Plan will be done in partnership with the community and educational, nonprofit, civic, cultural, faith-based, and governmental organizations, promoting cooperation towards common goals that enhance the quality of life for the residents, businesses, and institutions of Plano.

MEETING DATE

Monday, October 14, 2024

RESULTS

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

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

or

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

The request is inconsistent with the overall Guiding Principles of the Comprehensive Plan because: _____;
and

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

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

- Future Land Use Map and Dashboards – Description & Priorities
- Future Land Use Map & Dashboards – Mix of Uses
- Redevelopment of Regional Transportation Corridors Policy
- Other: _____

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

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

Signature

Date

City Council Findings Form

The Guiding Principles establish overarching themes that apply to all policies and actions and express values for Today, 2050, and Together. These Principles are not intended to stand alone but to be used in concert with one another and carry across the Plan as a whole. Each principle must be judged through a lens that incorporates all of the other principles to be fully and accurately understood.

Guiding Principle 1 | Plano Today

- 1.1. The Plan enhances the quality of life in the near term, continually striving to meet the needs and priorities of current residents, businesses, and institutions of Plano.
- 1.2. The Plan promotes the safety, viability, and vibrancy of Plano's existing neighborhoods, managing growth and shaping change that complements the city's suburban character and rich history.
- 1.3. The Plan promotes the educational, recreational, and cultural centers of the community, providing an environment for world-class facilities, businesses, and institutions that support a vital economy.
- 1.4. The Plan respects the suburban character of Plano and seeks to preserve and enhance the built environment.
- 1.5. The Plan acknowledges that Plano is mostly developed and does not anticipate significant changes in population or residential development in the future.
- 1.6. Implementation of the Plan will be open and transparent, with a high standard for exceptions to land use principles, proactively seeking community input, and updated when needed with opportunities for the public to continually share their needs and priorities with community leaders and inform the decision-making process.

Guiding Principle 2 | Plano 2050

- 2.1. The Plan enhances the quality of life in the long term, preparing for future generations of residents, businesses, and institutions of Plano who may not yet have a voice but are impacted by the decisions of today.
- 2.2. The Plan successfully manages Plano's transition to a mature city, seeking innovative approaches and best practices to accommodate emerging trends, technologies, and opportunities that improve the quality of life and allow the city to remain attractive and vibrant into the future.
- 2.3. The Plan builds on Plano's strong history of thoughtful planning, guiding future development and redevelopment where it is safe, attractive, appropriate, and convenient; contributes to a variety of housing, employment, and social opportunities; and respects the natural environment.
- 2.4. Implementation of the Plan will be fiscally responsible, ensuring that alternatives are considered and completion of actions provides the greatest long-term value.

Guiding Principle 3 | Plano Together

- 3.1. The Plan serves people of all backgrounds, striving to meet the needs of an inclusive and vibrant community that calls Plano "home."
- 3.2. The Plan promotes a community that is safe, engaged, and rich in educational, cultural, and recreational opportunities that are highly desirable to residents and visitors alike.
- 3.3. The Plan embraces Plano's position as a leader in the region, demonstrating the city's standard of excellence and supporting our neighbors through linkages including health, economy, culture, transportation, and sense of community.
- 3.4. The Plan manages growth and redevelopment in a gradual manner, ensuring changes are beneficial to neighbors and the surrounding community based on real, city-level demand.
- 3.5. Implementation of the Plan will be done in partnership with the community and educational, nonprofit, civic, cultural, faith-based, and governmental organizations, promoting cooperation towards common goals that enhance the quality of life for the residents, businesses, and institutions of Plano.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/14/2024

DEPARTMENT: City Secretary

DIRECTOR: Lisa Henderson, City Secretary

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

RECOMMENDED ACTION: Important Message
