



CITY COUNCIL

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

DATE: March 4, 2025

TIME: 7:00 PM

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

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

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 Tracy Ebarb - First Presbyterian Church

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Cub Scout Pack 1220 - Hedgcoxe Elementary

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

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

PROCLAMATIONS AND SPECIAL RECOGNITIONS

Proclamation: American Red Cross Month is March 2025 and we recognize the compassion of people nationwide for their commitment to care for one another in times of crisis. **Presented**

CONSENT AGENDA

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

Approval of Expenditures

- (a) To approve an expenditure for Professional Services for a JD Edwards Developer for a one (1) year contract in the estimated amount of \$162,648 from Codeone Solutions, LLC for the Technology Solutions Department; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (b) To approve the purchase of EMS Medical Supplies for a nine (9) month contract with one (1) City optional twelve (12) month renewal for Fire-Rescue in the estimated amount of \$300,000 for the first term and an estimated amount of \$400,000 for the second term from Bound Tree Medical, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (City of Midlothian Contract No. 2020-28) **Approved**

Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)

- (c) To approve a contract made and entered into by and between the City of Plano, and Kaleb Breaux, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092 of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 3, 2025, Joint General and Special Election and City Run-off Election, if necessary, in the amount of \$144,725; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract Modification

- (d) To approve an increase to the current awarded contract amount of \$1,615,255 by a total estimated amount of \$454,872, for an estimated total contract amount of \$2,070,127, for additional maintenance years for RFID and Automated Material Handling System from EnvisionWare for Plano Public Libraries; and authorizing the City Manager to execute all necessary documents. (Contract No. 2022-0701-AC; Modification No. 2) **Approved**
- (e) To approve an increase to the current awarded contract amount of \$54,363 by \$72,070, for a total amount of \$126,433, for Legacy Drive Corridor Improvements, Project No. 6069.1, from HVJ North Texas - Chelliah Consultants, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2021-0464-X; Modification No. 2) **Approved**

Approval of Change Order

- (f) To approve a decrease to the current awarded contract amount of \$6,540,720 by \$742,899, for a total contract amount of \$5,797,821, for Arterial Pavement Repair Parker Road - East City Limit to Country Place Drive, from HQS Construction, LLC for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2022-0428-B; Change Order No. 3) **Approved**

Approval of Expenditure

- (g) To approve an expenditure for engineering professional services for Legacy Drive at Dallas North Tollway Bridge Monuments, Project No. ENG-S-00021, in the amount of \$99,800 from Kimley-Horn and Associates, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (h) To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Sally Holdings LLC, a Delaware limited liability company ("Company"), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Approved**
- (i) To approve an Interlocal Agreement by and between the City of Plano, the City of Allen, and North Texas Municipal Water District (NTMWD) for the use of the Plano and Allen Joint Radio Communications System for Technology Solutions; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2025-0233-1) **Approved**

Approval of Policy/Plan

- (j) To approve a fund balance policy to establish guidelines for all funds, define each fund's purpose, specific uses, and fund balance goals, and specify criteria for restricted and unrestricted funds; and providing an effective date. **Approved**
- (k) To approve a policy to establish Capital Maintenance Fund guidelines to build a reserve to be used for the maintenance and preservation of the City's existing infrastructure and assets in order to extend their life and defend against potentially exponential replacement costs; and providing an effective date. **Approved**
- (l) To approve a policy to establish a cost recovery framework to recoup the appropriate level of costs associated with providing programs and services; and providing an effective date. **Approved**

Adoption of Resolutions

- (m) To authorize continued participation and membership with the Atmos Cities Steering Committee; authorizing the payment of five cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation, Mid-Tex Division; and providing an effective date. **Adopted Resolution No. 2025-3-1(R)**

- (n) To authorize continued participation and membership with the Steering Committee of Cities Served by Oncor; authorizing the payment of eleven cents (\$0.11) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date. **Adopted Resolution No. 2025-3-2(R)**

COMMENTS OF PUBLIC INTEREST

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

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

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025

DEPARTMENT: City Secretary

DIRECTOR: Lisa Henderson, City Secretary

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

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

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.**

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

RECOMMENDED ACTION: Location Link



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025
DEPARTMENT: Proclamations
DIRECTOR: Andrew Fortune, Director of Policy & Government Relations
AGENDA ITEM: American Red Cross Month is March 2025
RECOMMENDED ACTION: Proclamations and Special Recognition

ITEM SUMMARY

Proclamation: American Red Cross Month is March 2025 and we recognize the compassion of people nationwide for their commitment to care for one another in times of crisis. **Presented**



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025
DEPARTMENT: Technology Solutions
DIRECTOR: Roger Wright, Chief Information Officer
AGENDA ITEM: Professional Services for JD Edwards Developer
RECOMMENDED ACTION: Approval of Expenditures

ITEM SUMMARY

To approve an expenditure for Professional Services for a JD Edwards Developer for a one (1) year contract in the estimated amount of \$162,648 from Codeone Solutions, LLC for the Technology Solutions Department; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

This contractor role focuses on enhancing, customizing, and supporting the JDE EnterpriseOne system to meet the City of Plano's business needs. Key responsibilities include application development and support, system support activities, such as managing security roles, performing server and Object Manager Workbench (OMW) activities, building and deploying packages, and troubleshooting system performance issues. The significant contributions to a recent technical upgrade of the JDE system highlight CodeOne's ability to effectively lead and execute complex projects, making them an invaluable asset for our JD Edwards team and the city.

Failing to contract Codeone Solutions poses a significant risk to the operations and system improvements for the city. The availability of professionals skilled in JDE development and system administrative tasks is minimal. Without Codeone's expertise, there is a strong likelihood of reduced resources for upcoming efforts that include JD Edwards like the implementation of Clariti, reduced quality of system enhancements, and increased downtime in general operational support. Their absence would leave a significant gap, risking inefficiencies, higher costs, and disruptions to essential business processes across departments.

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(4). (City of Plano Internal Contract No. 2025-0247-X)

FINANCIAL SUMMARY/STRATEGIC GOALS

This request is to approve a one (1) year contract for Professional Services in the estimated amount of \$162,648. Funding for this item is available in the 2024-25 Technology Solutions Budget, in the estimated amount of \$94,878, which will leave a remaining balance of \$180,269 for contractual services. Funding in the estimated amount of \$67,770 is anticipated to be available in the 2025-26 Technology Solutions Budget. All future year expenditures will occur within council approved appropriations.

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025
DEPARTMENT: Fire
DIRECTOR: Chris Biggerstaff, Fire Chief
AGENDA ITEM: To approve the purchase of EMS Medical Supplies
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of EMS Medical Supplies for a nine (9) month contract with one (1) City optional twelve (12) month renewal for Fire-Rescue in the estimated amount of \$300,000 for the first term and an estimated amount of \$400,000 for the second term from Bound Tree Medical, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (City of Midlothian Contract No. 2020-28) **Approved**

BACKGROUND

Plano Fire-Rescue provides EMS services throughout the city. To provide these services, it is necessary to ensure that the needed medical supplies are available. As such, Plano Fire-Rescue along with the City of Plano Procurement Division have identified an opportunity to enter an Interlocal Agreement with the City of Midlothian to use their existing EMS Supply Contract with Bound Tree Medical, LLC.

Plano Fire-Rescue’s current contract with Bound Tree Medical, LLC is scheduled to expire on March 16, 2025. The City of Midlothian’s contract with Bound Tree Medical, LLC has been reviewed by Plano Fire-Rescue and City of Plano’s Procurement Division to ensure the City of Plano continues to receive competitive pricing for EMS medical supplies.

Therefore, it is the recommendation to award EMS Medical Supplies to Bound Tree Medical, LLC. The terms of this contract will include a nine-month initial award of approximately \$300,000 and a (1) one-year renewal of approximately \$400,000.

Failure to have a contract in place will have an impact in purchasing equipment and supplies necessary to perform our mission of maintaining the high standard of patient care provided to the citizens of Plano.

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. (City of Midlothian Contract No. 2020-28 and the City of Plano Contract No. 2025-0254-I).

FINANCIAL SUMMARY/STRATEGIC GOALS

Expenditures will be made in the Fire Department based on need and within approved budget appropriations for each year of the contract. This contract, for an EMS Supply company, has an initial term of nine (9) months with one (1) one-year renewal. The total estimated amount to be spent under the contract is \$700,000 (\$200,000 in FY 2024-25, \$400,000 in FY 2025-26, and \$100,000 in FY 2026-27).

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: 3/4/2025
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Approval of Contract for Election Services
RECOMMENDED ACTION: Approval of Contract

ITEM SUMMARY

To approve a contract made and entered into by and between the City of Plano, and Kaleb Breaux, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092 of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 3, 2025, Joint General and Special Election and City Run-off Election, if necessary, in the amount of \$144,725; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The city of Plano participates in a joint election contract with Collin County to provide election services. This ensures ease of access to voting for all registered voters.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is included in the approved 2024-25 City Secretary Budget. This item, in the amount of \$144,725, will leave a current year balance of \$155,275 for other election costs.

Approval of this contract between the City of Plano and Collin County relates to the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Collin County Elections Contract	2/20/2025	Contract



JOINT ELECTION SERVICES CONTRACT
("Election Services Contract")

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
("Contracting Election Officer")

AND

CITY OF PLANO
("Participating Political Subdivision")

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD ON SATURDAY, MAY 3, 2025

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

1. ADMINISTRATION AND STATUTORY AUTHORITY

- a. Kaleb Breaux (“Kaleb Breaux”) is the duly appointed County Elections Administrator (“Elections Administrator”) of Collin County, Texas, and the Department Head of the Collin County Elections Department. As such, Mr. Breaux is the Election Administrator of Collin County, Texas and authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authority of the Participating Political Subdivision.
- b. The contracting authority of the Participating Political Subdivision is hereby participating in the Joint Election to be held in Collin County, Texas on Saturday, May 3, 2025. The Participating Political Subdivision is hereby contracting with the Elections Administrator of Collin County, Texas and all other joining jurisdictions to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2. DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER

- a. The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - i. The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County Elections Department website.
 - ii. The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
 - iii. The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his/her appointment. The presiding election judge of each vote center will use his/her discretion to determine when additional workers are needed, during peak voting hours.
 - iv. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
 - 1. Election judges shall attend the Contracting Election Officer’s school of instruction (Election Law Class). A training event calendar will be provided.
 - 2. Election judges and alternate judges shall be responsible for picking up and returning election supplies to the County Election Warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
 - v. The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive \$15.00 per hour, each alternate judge shall receive \$14.00 per hour, and each clerk shall receive \$13.00 per hour for services rendered. Overtime will be paid to each person working more than 40 hours per week.

- b. The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits, and election supplies.
 - i. The Contracting Election Officer shall secure election kits, which include the legal documentation required to hold an election and all supplies.
 - ii. The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
 - iii. The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the Early Voting period required by law.
 - iv. The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 - 1. Equipment includes the rental of ES&S ExpressVote Universal Voting Machines (EVS 6.1.1.0), ES&S ExpressTouch Curbside Voting Machines (EVS 6.1.1.0), ES&S DS200 Ballot Counters (EVS 6.1.1.0), ES&S Model DS450 and DS850 High-Speed Scanners/Tabulators (EVS 6.1.1.0), ADA compliant headphones and keypads, voting signs, and election supply cabinets.
 - 2. Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.
- c. The Contracting Election Officer, Kaleb Breaux, shall be appointed the Early Voting Clerk.
 - i. The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
 - ii. The Contracting Election Officer shall select the Early Voting polling locations and arrange for the use of each.
 - iii. Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the Early Voting dates and times and at the locations listed in "Exhibit A" attached and incorporated by reference into this Election Services Contract.
 - iv. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
 - 1. Applications for mail ballots erroneously mailed to the Participating Political Subdivision shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
 - 2. All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
 - v. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The Contracting Officer shall appoint the presiding judge of this Board.
- d. The Contracting Election Officer shall select the Election Day vote centers and arrange for the use of each.
 - i. The Participating Political Subdivision shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the vote centers.
 - ii. The Election Day vote centers are listed in "Exhibit B", attached and incorporated by reference into this Election Services Contract.

- e. The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. The Central Count Station Manager shall be Kaleb Breaux. The Central Count Station Judge shall be Kathi-Ann Rivard. The Tabulation Supervisor shall be Brian Griesbach.
 - i. The Tabulation Supervisor shall prepare, test and run the County’s tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
 - ii. The Public Logic and Accuracy Test and Hash Validation of the electronic voting system shall be conducted in accordance with Texas Election Code. The Contracting Election Officer will post the required Notice of Logic and Accuracy Testing and Hash Validation.
 - iii. Election night reports will be available to the Participating Political Subdivision at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with State law.
 - iv. The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide canvassing documents to the Participating Political Subdivision as soon as possible after all returns have been tallied.
 - v. The Contracting Election Officer shall be appointed as the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
 - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
- f. The Contracting Election Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivision in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

3. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISION

- a. The Participating Political Subdivision shall assume the following duties:
 - i. The Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. The Participating Political Subdivision are required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.
 - ii. The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (PDF and shape files preferred) or printed format as soon as possible but no later than Friday, February 14, 2025.
 - iii. The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish translation in an electronic format.
 - 1. The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 p.m. Monday, February 24, 2025, the official wording for the Participating Political Subdivision’s May 3, 2025 Joint Election.
 - 2. The Participating Political Subdivision shall approve the ballot proofs format within 24 hours of receiving the ballot proof and prior to the final printing.

- a. If the Participating Political Subdivision fails to approve the ballot proofs within 24 hours of receiving the proofs, the Contracting Election Officer will presume that the ballot proofs have been approved by the Participating Political Subdivision. Any costs incurred by making any changes to the ballot (designing, printing, programming, etc.) from this point forward will be the responsibility of the Participating Political Subdivision.
 - iv. The Participating Political Subdivision shall compensate the Contracting Election Officer for all associated costs including any additional verified cost incurred in the process of running this election or for a manual recount, this election may require, consistent with charges and hourly rates shown on “Exhibit C” for required services.
 - 1. The charges incurred during the manual recount are outlined in Sec. 212 of the Texas Election Code.
 - b. The Participating Political Subdivision shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Friday, March 28, 2025. The Contracting Election Officer shall place the funds in a “contract fund” as prescribed by Section 31.100 of the Texas Election Code. The deposit should be made payable to the “Collin County Treasury” with a note “For election services” included with the check documentation and delivered to the Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071.
 - c. The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the Participating Political Subdivision.
4. COST OF SERVICES.
- a. See “Exhibit C”.
 - b. Note: A Participating Political Subdivision shall incur a minimum cost of \$3,500.00 to conduct a joint election with the Collin County Elections Department.
5. RUNOFF ELECTIONS
- a. Each Participating Political Subdivision shall have the option of extending the terms of this contract through its Runoff Election, if applicable. In the event of such Runoff Election, the terms of this contract shall automatically extend unless the Participating Political Subdivision notifies the Elections Administrator in writing within 3 business days of the original election.
 - b. Each Participating Political Subdivision shall reserve the right to reduce the number of Early Voting polling locations and/or Election Day vote centers in a Runoff Election. If necessary, any voting changes made by a Participating Political Subdivision between the original election and the Runoff Election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.
 - c. Each Participating Political Subdivision agrees to order any Runoff Election(s) at its meeting for canvassing the votes from May 3, 2025 Joint Election, and to conduct its drawing for ballot positions at, or immediately following, such meeting in order to expedite preparations for its Runoff Election.
 - d. Each Participating Political Subdivision eligible to hold Runoff Elections after the May 3, 2025 Uniform Election Date agrees that the date of a necessary Runoff Election shall be held in accordance with the Texas Election Code, which will be Saturday, June 7, 2025.

6. GENERAL PROVISIONS

- a. Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom, or the place at which any document or record relating to the Participating Political Subdivision's May 3, 2025 Joint Election are to be filed, or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- b. Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivision.
- c. If the Participating Political Subdivision cancels their elections pursuant to Section 2.053 of the Texas Election Code, the Participating Political Subdivision shall pay the Contracting Officer a contract preparation fee of \$75.00 and will not be liable for any further costs incurred by the Contracting Officer.
- d. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS ____ DAY OF _____ 2025.

Kaleb Breaux, Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS ____ DAY OF _____ 2025.

Approved By:

Signed: _____

Name: _____

Title: _____

Witnessed By:

Signed: _____

Name: _____

Title: _____

May 3, 2025 Joint General and Special Elections - Early Voting Locations, Dates and Hours
(3 de mayo de 2025 Elección general y especial conjunta - Lugares de Votación Temprana, Fechas y Horas)

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before May 3, 2025) may vote at any Early Voting location.

(Nota importante: Los votantes registrados elegibles del Condado de Collin (con una fecha efectiva de registro en o antes del 3 de mayo de 2025 pueden votar en cualquier lugar de votación anticipada.)

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
April 20 No Voting (20 de abril) (Sin votar)	April 21 No Voting (21 de abril) (Sin votar)	April 22 Early Voting (22 de abril) (Votación adelantada) 8 am – 5 pm	April 23 Early Voting (23 de abril) (Votación adelantada) 8 am – 5 pm	April 24 Early Voting (24 de abril) (Votación adelantada) 8 am – 5 pm	April 25 Early Voting (25 de abril) (Votación adelantada) 8 am – 5 pm	April 26 Early Voting (26 de abril) (Votación adelantada) 8 am – 5 pm
April 27 No Voting (27 de abril) (Sin votar)	April 28 Early Voting (28 de abril) (Votación adelantada) 7am - 7pm	April 29 Early Voting (29 de abril) (Votación adelantada) 7am - 7pm	April 30 (30 de abril)	May 1 (1 de mayo)	May 2 (2 de mayo)	May 3 Election Day (3 de mayo) (Día de elección) 7am – 7pm

Polling Location (Lugar de Votación)	Room Name (Nombre de la habitación)	Address (Dirección)	City (Ciudad)	Zip Code (Código postal)
Allen ISD Service Center	Main Lobby	1451 N. Watters Rd.	Allen	75013
Allen Municipal Courts Facility	Community Room	301 Century Pkwy.	Allen	75013
Anna Municipal Complex	Lobby	120 W. 7th St.	Anna	75409
Blue Ridge ISD Administration Building	Board of Trustees Board Room	318 W. School St.	Blue Ridge	75424
Carpenter Park Recreation Center	South Lobby	6701 Coit Rd.	Plano	75024
Children’s Health StarCenter	Activity Room	6993 Star Ave.	McKinney	75070
Collin College Celina Campus	Classroom CEC110	2505 Kinship Pkwy.	Celina	75009
Collin College Farmersville Campus	Atrium	501 S. Collin Pkwy.	Farmersville	75442
Collin College Frisco Campus	Building J, Room 113	9700 Wade Blvd.	Frisco	75035
Collin College Higher Education Center	Atrium	3452 Spur 399	McKinney	75069

Polling Location <i>(Lugar de Votación)</i>	Room Name <i>(Nombre de la habitación)</i>	Address <i>(Dirección)</i>	City <i>(Ciudad)</i>	Zip Code <i>(Código postal)</i>
Collin College McKinney Campus	Atrium C Square	2200 University Dr.	McKinney	75071
Collin College Plano Campus	Atrium D Square	2800 E. Spring Creek Pkwy.	Plano	75074
Collin College Wylie Campus	Lobby	391 Country Club Rd.	Wylie	75098
Collin County Elections (Main Early Voting Location)	Voting Room	2010 Redbud Blvd., Suite 102	McKinney	75069
Davis Library	Children's Program Room	7501 Independence Pkwy. A	Plano	75025
East Plano Islamic Center	Multipurpose Room	4700 14th St.	Plano	75074
Frisco Fire Station #05	Training Room	14300 Eldorado Pkwy.	Frisco	75035
Frisco Fire Station #08	Training Room	14700 Rolater Rd.	Frisco	75035
Gay Library	Meeting Room	6861 W. Eldorado Pkwy.	McKinney	75070
Haggard Library	Programs Room	2501 Coit Rd.	Plano	75075
Harrington Library	Thelma Rice Sproles Program Room	1501 18th St.	Plano	75074
Lavon City Hall	Gymnasium	120 School Rd.	Lavon	75166
Lovejoy ISD Administration Building	Portable #1 Training Room	259 Country Club Rd.	Allen	75002
Lucas Community Center	Community Room	665 Country Club Rd.	Lucas	75002
McKinney Fire Station #05	Community Room	6600 Virginia Pkwy.	McKinney	75071
McKinney Fire Station #07	Community Room	861 Independence Pkwy.	McKinney	75072
McKinney Fire Station #09	Community Room	4900 Summit View Dr.	McKinney	75071
McKinney Municipal Complex	TBD	401 E. Virginia St.	McKinney	75069
McKinney Senior Recreation Center	Meeting Room	1400 S. College St.	McKinney	75069
Melissa Public Safety Building	Court Room	2402 McKinney St.	Melissa	75454
Methodist Medical Center Richardson	Conference Room A	2831 E. President George Bush Hwy.	Richardson	75082
Michael J. Felix Community Center	Rooms A and B	3815-E Sachse Rd.	Sachse	75048
Murphy Activity Center	The Great Hall	201 N. Murphy Rd.	Murphy	75094
Parker City Hall	Council Chambers	5700 E. Parker Rd.	Parker	75002

Polling Location <i>(Lugar de Votación)</i>	Room Name <i>(Nombre de la habitación)</i>	Address <i>(Dirección)</i>	City <i>(Ciudad)</i>	Zip Code <i>(Código postal)</i>
Parr Library	Programs Room	6200 Windhaven Pkwy.	Plano	75093
Prosper Town Hall	Community Room	250 W. First St.	Prosper	75078
Renner-Frankford Branch Library	Programs Room	6400 Frankford Rd.	Dallas	75252
St. Paul Town Hall	Council Chambers	2505 Butcher's Block	St. Paul	75098
Terry Pope Administration Building	Community ISD Board Room	611 N. FM 1138	Nevada	75173
The Grove at Frisco Commons	Game Room C	8300 McKinney Rd.	Frisco	75034
Weston Community Center	Main Room	117 Main St.	Weston	75097
Wylie Community Park Center	Meeting Room East	800 Thomas St. #100	Wylie	75098

***Polling locations are subject to change. For the most current list of locations, please visit the Elections webpage at www.collincountytx.gov/elections.**

*(*Los lugares de votación están sujetos a cambios. Para obtener la lista más actualizada de ubicaciones, visite la página web de Elecciones en www.collincountytx.gov/elections.)*

Applications for ballot by mail may be mailed and must be received no later than the close of business on April 22, 2025, to:

(Las solicitudes de boleta por correo pueden enviarse por correo y deben recibirse a más tardar el 22 de abril de 2025 para:)

Kaleb Breaux, Early Voting Clerk

2010 Redbud Blvd. Suite 102

McKinney, Texas 75069

972-547-1900

www.collincountytx.gov

Applications for ballot by mail may also be faxed or emailed and must be received no later than the close of business on April 22, 2025. For an application for ballot by mail submitted by telephonic facsimile machine or electronic transmission to be effective, the hard copy of the application must also be submitted by mail and be received by the early voting clerk not later than the fourth business day after the transmission by telephonic facsimile machine or electronic transmission is received. (Texas Election Code 84.007)

(Las solicitudes de boleta por correo también pueden enviarse por fax o correo electrónico y deben recibirse antes del cierre de operaciones el 22 de abril de 2025. Para que una solicitud de boleta por correo enviada por máquina de fax o transmisión electrónica sea efectiva, la copia impresa de la solicitud también debe presentarse por correo y ser recibida por el secretario de votación anticipada a más tardar el cuarto día hábil posterior a la recepción de la transmisión por fax o máquina electrónica de fax. (Código Electoral de Texas 84.007).)

Fax (Fax) – 972-547-1996

Email (Correo electrónico) – absenteemailballoting@collincountytx.gov

Election Day Vote Centers for the May 3, 2025 Joint General and Special Election – 7 am - 7 pm*
(Centros de votación del día de las elecciones para las Elección de general y especial conjunta del 3 de mayo de 2025 – 7 am – 7pm)*

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before May 3, 2025) may vote at any Election Day location.

(Nota importante: Los votantes registrados elegibles del Condado de Collin (con una fecha efectiva de registro en o antes del 3 de mayo de 2025 puede votar en cualquier lugar el día de las elecciones.)

Polling Location <i>(Lugar de Votación)</i>	Room Name <i>(Nombre de la habitación)</i>	Address <i>(Dirección)</i>	City <i>(Ciudad)</i>	Zip Code <i>(Código postal)</i>
Aldridge Elementary School	Gym	720 Pleasant Valley Ln.	Richardson	75080
Allen ISD Service Center	Main Lobby	1451 N. Watters Rd.	Allen	75013
Allen Municipal Courts Facility	Community Room	301 Century Pkwy.	Allen	75013
Anna Municipal Complex	Lobby	120 W. 7th St.	Anna	75409
Armstrong Middle School	Gym	3805 Timberline Dr.	Plano	75074
Bethany Elementary School	Gym	2418 Micarta Dr.	Plano	75025
Blue Ridge ISD Administration Building	Board of Trustees Board Room	318 W. School St.	Blue Ridge	75424
Bowman Middle School	Cafeteria Foyer in Corridor H	2501 Jupiter Rd.	Plano	75074
Carpenter Middle School	Small Gym	3905 Rainier Rd.	Plano	75023
Carpenter Park Recreation Center	South Lobby	6701 Coit Rd.	Plano	75024
Children’s Health StarCenter	Activity Room	6993 Star Ave.	McKinney	75070
Collin College Celina Campus	Classroom CEC110	2505 Kinship Pkwy.	Celina	75009
Collin College Farmersville Campus	Atrium	501 S. Collin Pkwy.	Farmersville	75442
Collin College Frisco Campus	Building J, Room 113	9700 Wade Blvd.	Frisco	75035
Collin College Higher Education Center	Atrium	3452 Spur 399	McKinney	75069
Collin College McKinney Campus	Atrium C Square	2200 University Dr.	McKinney	75071
Collin College Plano Campus	Atrium D Square	2800 E. Spring Creek Pkwy.	Plano	75074
Collin College Wylie Campus	Lobby	391 Country Club Rd.	Wylie	75098
Collin County Elections Office	Voting Room	2010 Redbud Blvd., Suite 102	McKinney	75069
Davis Library	Children's Program Room	7501 Independence Pkwy. A	Plano	75025

Polling Location <i>(Lugar de Votación)</i>	Room Name <i>(Nombre de la habitación)</i>	Address <i>(Dirección)</i>	City <i>(Ciudad)</i>	Zip Code <i>(Código postal)</i>
East Plano Islamic Center	Multipurpose Room	4700 14th St.	Plano	75074
Fairview Town Hall	Council Chambers	372 Town Place	Fairview	75069
Frazier Elementary School	TBD	1600 N. Sweetwater Cv.	McKinney	75071
Frisco Fire Station #05	Training Room	14300 Eldorado Pkwy.	Frisco	75035
Frisco Fire Station #08	Training Room	14700 Rolater Rd.	Frisco	75035
Gay Library	Meeting Room	6861 W. Eldorado Pkwy.	McKinney	75070
Haggar Elementary School	Gym	17820 Campbell Rd.	Dallas	75252
Haggard Middle School	Main Vestibule	2832 Parkhaven Dr.	Plano	75075
Hendrick Middle School	Gym	7400 Red River Dr.	Plano	75025
Lavon City Hall	Gymnasium	120 School Rd.	Lavon	75166
Lovejoy ISD Administration Building	Portable #1 Training Room	259 Country Club Rd.	Allen	75002
Lucas Community Center	Community Room	665 Country Club Rd.	Lucas	75002
McKinney Boyd High School	Library	600 Lake Forest Dr.	McKinney	75071
McKinney Fire Station #05	Community Room	6600 Virginia Pkwy.	McKinney	75071
McKinney Fire Station #07	Community Room	861 Independence Pkwy.	McKinney	75072
McKinney Fire Station #09	Community Room	4900 Summit View Dr.	McKinney	75071
McKinney High School	Performing Arts Center Lobby	1400 Wilson Creek Pkwy.	McKinney	75069
McKinney Municipal Complex	TBD	401 E. Virginia St.	McKinney	75069
McKinney North High School	Auditorium Lobby	2550 Wilmeth Rd.	McKinney	75071
Melissa Public Safety Building	Court Room	2402 McKinney St.	Melissa	75454
Methodist Medical Center Richardson	Conference Room A	2831 E. President George Bush Hwy.	Richardson	75082
Michael J. Felix Community Center	Rooms A and B	3815-E Sachse Rd.	Sachse	75048
Miller Elementary School	Gym	5651 Coventry Dr.	Richardson	75082
Murphy Activity Center	The Great Hall	201 N. Murphy Rd.	Murphy	75094
Parker City Hall	Council Chambers	5700 E. Parker Rd.	Parker	75002

Polling Location <i>(Lugar de Votación)</i>	Room Name <i>(Nombre de la habitación)</i>	Address <i>(Dirección)</i>	City <i>(Ciudad)</i>	Zip Code <i>(Código postal)</i>
Parr Library	Programs Room	6200 Windhaven Pkwy.	Plano	75093
Prosper Town Hall	Community Room	250 W. First St.	Prosper	75078
Renner-Frankford Library	Programs Room	6400 Frankford Rd.	Dallas	75252
Robinson Middle School	Gym	6701 Preston Meadow Dr.	Plano	75024
Schimelpfenig Middle School	Front Foyer	2400 Maumelle Dr.	Plano	75023
Shepton High School	Gym	5505 Plano Pkwy.	Plano	75093
St. Paul Town Hall	Council Chambers	2505 Butcher's Block	St. Paul	75098
Terry Pope Administration Building	Community ISD Board Room	611 N. FM 1138	Nevada	75173
The Grove at Frisco Commons	Game Room C	8300 McKinney Rd.	Frisco	75034
Tom Muehlenbeck Recreation Center	Meeting Room A	5801 W. Parker Rd.	Plano	75093
Weston Community Center	Main Room	117 Main St.	Weston	75097
Wilson Middle School	F113	1001 Custer Rd.	Plano	75075
Wylie Community Park Center	Meeting Room East	800 Thomas St. #100	Wylie	75098

***Polling locations are subject to change. For the most current list of locations, please visit the Elections webpage at www.collincountytx.gov/elections.**

*(*Los lugares de votación están sujetos a cambios. Para obtener la lista más actualizada de ubicaciones, visite la página web de Elecciones en www.collincountytx.gov/elections.)*

Applications for ballot by mail may be mailed and must be received no later than the close of business on April 22, 2025, to:
(Las solicitudes de boleta por correo pueden enviarse por correo y deben recibirse a más tardar el 22 de abril de 2025 para:)

Kaleb Breaux, Early Voting Clerk
2010 Redbud Blvd. Suite 102
McKinney, Texas 75069
972-547-1900
www.collincountytx.gov

Applications for ballot by mail may also be faxed or emailed and must be received no later than the close of business on April 22, 2025. For an application for ballot by mail submitted by telephonic facsimile machine or electronic transmission to be effective, the hard copy of the application must also be submitted by mail and be received by the early voting clerk not later than the fourth business day after the transmission by telephonic facsimile machine or electronic transmission is received. (Texas Election Code 84.007)

(Las solicitudes de boleta por correo también pueden enviarse por fax o correo electrónico y deben recibirse antes del cierre de operaciones el 22 de abril de 2025. Para que una solicitud de boleta por correo enviada por máquina de fax o transmisión electrónica sea efectiva, la copia impresa de la solicitud también debe presentarse por correo y ser recibida por el secretario de votación anticipada a más tardar el cuarto día hábil posterior a la recepción de la transmisión por fax o máquina electrónica de fax. (Código Electoral de Texas 84.007).)

Fax (Fax) – 972-547-1996

Email (Correo electrónico) – absenteemailballoting@collincountytx.gov

Collin County Election Services
May 3, 2025 Joint Election

Plano City

Registered Voters 174,122
Percentage 8.6214460%

Category	Estimated Polling Locations	Estimated Units or Description	Cost Per Unit	Estimated Election Expenses	Estimated Entity Expenses
Early Voting by Mail					
Kits - Mail Ballots		4,000	\$ 1.15	\$ 4,600.00	\$ 396.59
Postage		4,000	\$ 0.88	\$ 3,520.00	\$ 303.47
Paper Ballot Printing Services		0	\$ 0.38	\$ -	\$ -
Paper Ballot Shipping (per box)		0	\$ 30.00	\$ -	\$ -
Ballot Stock - BOD		4,000	\$ 0.12	\$ 480.00	\$ 41.38
Category Subtotal				\$ 8,600.00	\$ 741.44
General Election Expenses					
Mileage			Per Election	\$ 500.00	\$ 43.11
		8 vans for 6 weeks @ \$650 per week			
Van / Car Rental			Per Election	\$ 31,200.00	\$ 2,689.89
Election Night Receiving Cover			Per Election	\$ 3,167.80	\$ 273.11
Polling Place Rental			Per Election	\$ 30,000.00	\$ 2,586.43
Notice of Election			Per Election	\$ 9,700.00	\$ 836.28
Security - EV			Per Election	\$ 2,000.00	\$ 172.43
Security - ED including Traffic Control			Per Election	\$ 2,000.00	\$ 172.43
Early Voting Ballot Board			Per Election	\$ 15,037.00	\$ 1,296.41
FICA - Election Workers		\$ 622,875.00	Per Election	\$ 47,649.94	\$ 4,108.11
County Employee/IT Overtime - EV/ED			Per Election	\$ 30,000.00	\$ 2,586.43
Process Pollworker Checks - EV	42	336	\$ 1.50	\$ 504.00	\$ 43.45
Process Pollworker Checks - ED	58	464	\$ 1.50	\$ 696.00	\$ 60.01
Drayage Per Location - ED	58	116	\$ 202.00	\$ 23,432.00	\$ 2,020.18
Drayage Per Location - EV	42	84	\$ 202.00	\$ 16,968.00	\$ 1,462.89
Category Subtotal				\$ 212,854.74	\$ 18,351.16
Programming					
			25 Days @ \$1975 / day		
Coding Services			Per Election	\$ 50,000.00	\$ 4,310.72
Balotar Programming			Per Election	\$ 1,400.00	\$ 120.70
Category Subtotal				\$ 51,400.00	\$ 4,431.42
Early Voting by Personal Appearance					
Election Judge OT - EV (with OT)			\$ 15.00	\$ 64,680.00	\$ 5,576.35
Alternate Judge OT - EV (with OT)			\$ 14.00	\$ 60,438.00	\$ 5,210.63
Clerk OT - EV (8 per location, with OT)			\$ 13.00	\$ 330,876.00	\$ 28,526.30
ES&S Support Staff / Field Techs - EV			40 Days	\$ 194,700.00	\$ 16,785.96
Equipment Assembly - EV	42	58	\$ 50.00	\$ 2,900.00	\$ 250.02
Category Subtotal				\$ 653,594.00	\$ 56,349.25
Election Day and Tabulation					
Election Day/Post Election Vendor Support			15 Days	\$ 53,900.00	\$ 4,646.96
Notice of Inspection/Tabulation Test			Per Election	\$ 1,500.00	\$ 129.32
Category Subtotal				\$ 55,400.00	\$ 4,776.28

Plano City

Registered Voters
Percentage

174,122
8.6214460%

Category	Estimated Polling Locations	Estimated Units or Description	Cost Per Unit	Estimated Election Expenses	Estimated Entity Expenses
Supply Cost					
Ballots - Card Stock ExpressVote - EV		133,000	\$ 0.19	\$ 25,270.00	\$ 2,178.64
Ballots - Card Stock ExpressVote - ED		67,000	\$ 0.14	\$ 9,380.00	\$ 808.69
Test Ballots		3,000	\$ 0.29	\$ 870.00	\$ 75.01
Kits - ED	42	42	\$ 60.00	\$ 2,520.00	\$ 217.26
Kits - EV	58	58	\$ 32.00	\$ 1,856.00	\$ 160.01
Kits - Provisional EV	42	42	\$ 52.00	\$ 2,184.00	\$ 188.29
Kits - Provisional ED	58	58	\$ 45.00	\$ 2,610.00	\$ 225.02
Polling Place Maps - EV	42	42	\$ 25.00	\$ 1,050.00	\$ 90.53
Polling Place Maps - ED	58	58	\$ 25.00	\$ 1,450.00	\$ 125.01
Signs Metal (5 per location)	100	500	\$ 5.00	\$ 2,500.00	\$ 215.54
Signs Wood	100	100	\$ 2.00	\$ 200.00	\$ 17.24
Ballot Card Stock - Provisional - EV (50 PL)	42	2,100	\$ 0.21	\$ 430.50	\$ 37.12
Ballot Card Stock - Provisional - ED (50 PL)	58	2,900	\$ 0.16	\$ 464.00	\$ 40.00
Ballots - Sample - All Packs	0	0	Per Election	\$ 3,000.00	\$ 258.64
Printer Labels - EV (1 roll per location)	42	168	\$ 6.97	\$ 1,170.96	\$ 100.95
Printer Labels - ED (1 roll per location)	58	116	\$ 6.97	\$ 808.52	\$ 69.71
Category Subtotal				\$ 55,763.98	\$ 4,807.66
Equipment					
Cabinet Security - EV	42	58	\$ 200.00	\$ 11,600.00	\$ 1,000.09
Cabinet Security - ED	58	74	\$ 200.00	\$ 14,800.00	\$ 1,275.97
Computer Cabinet - EV	42	0	\$ 50.00	\$ -	\$ -
DS200 Ballot Counter - EV	42	58	\$ 350.00	\$ 20,300.00	\$ 1,750.15
DS200 Ballot Counter - ED	58	74	\$ 350.00	\$ 25,900.00	\$ 2,232.95
ExpressVote - EV (9 per location)	42	522	\$ 200.00	\$ 104,400.00	\$ 9,000.79
Expres Vote - ED (9 per location)	58	666	\$ 200.00	\$ 133,200.00	\$ 11,483.77
ExpressTouch - EV	42	58	\$ 200.00	\$ 11,600.00	\$ 1,000.09
ExpressTouch - ED	58	74	\$ 200.00	\$ 14,800.00	\$ 1,275.97
Category Subtotal				\$ 336,600.00	\$ 29,019.79
Personnel					
Election Judge - ED			\$ 15.00	\$ 22,330.00	\$ 1,925.17
Alternate Election Judge - ED			\$ 14.00	\$ 20,938.00	\$ 1,805.16
Clerk - ED (6 per location)			\$ 13.00	\$ 108,576.00	\$ 9,360.82
Category Subtotal				\$ 151,844.00	\$ 13,091.15
Election Expense				\$ 1,526,056.72	\$ 131,568.16
Cost (minimum)					\$ 131,568.16
10% Administrative Fee					\$ 13,156.82
Total Cost					\$ 144,724.97
90% deposit due Friday, March 28, 2025					\$ 130,252.47



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025
DEPARTMENT: Library
DIRECTOR: Libby Holtmann, Director of Libraries
AGENDA ITEM: Approval of contract modification No. 2, to increase the amount by \$454,872 for the maintenance of the RFID system.
RECOMMENDED ACTION: Approval of Contract Modification

ITEM SUMMARY

To approve an increase to the current awarded contract amount of \$1,615,255 by a total estimated amount of \$454,872, for an estimated total contract amount of \$2,070,127, for additional maintenance years for RFID and Automated Material Handling System from EnvisionWare for Plano Public Libraries; and authorizing the City Manager to execute all necessary documents. (Contract No. 2022-0701-AC; Modification No. 2) **Approved**

PREVIOUS ACTION/PRESENTATION

September 26, 2023, City Council approved the contract award of a five (5) year agreement for the RFID and Automated Material Handling System for Plano Public Libraries to EnvisionWare, Inc. in the estimated amount of \$1,616,527.

BACKGROUND

The RFID system is utilized in all five libraries across the city. This system streamlines the processing of library materials, ensuring rapid availability for our patrons while reducing the strain on our staff.

March 14, 2024, Contract was modified to 1) revise the pricing structure, which resulted in a contract reduction by \$1,271.27 for a new total estimated amount of \$1,615,255.25; and 2) add drawings reflecting changes to the AMHS equipment as set forth herein this First Modification.

During the solicitation process, the City and the vendor agreed on an initial 5-year term with three optional one-year renewals. However, this language was not included in the initial contract. This modification request corrects the administrative error and updates the contract term to include the optional renewal periods, as originally proposed, and establishes a maximum annual cost increase for maintenance. Option Years 6, 7, and 8 will include a Maintenance Schedule, with each year also including a preventative maintenance visit. Year 6 will increase by no more than 5% over Year 5, estimated to be \$144,289. Year 7 will increase by no more than 5% over Year 6, estimated to be \$151,504. Year 8 will increase by no more than 5% over Year 7, estimated to be \$159,079 for a total estimated amount of \$454,872 over the combined 3 one-year optional renewal years.

If this modification is not granted, the existing contract will terminate in 2029, which does not align with the system's 10-year lifecycle. Additional expenses would be incurred for the maintenance and support of the existing system.

FINANCIAL SUMMARY/STRATEGIC GOALS

This request is to approve an increase to the current awarded contract for the RFID and Automated Material Handling System from EnvisionWare for Plano Public Libraries by a total estimated amount of \$454,872. Funding for this item is anticipated to be available in the General Fund in the estimated amount of \$144,289 in FY 2028-29, \$151,504 in FY 2029-30, and \$159,079 in FY 2030-31. All future year expenditures will occur within council approved appropriations.

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025
DEPARTMENT: Engineering-CIP
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Approve an increase in the amount of \$72,070 for Legacy Drive Corridor Improvements, Project No. 6069.1.
RECOMMENDED ACTION: Approval of Contract Modification

ITEM SUMMARY

To approve an increase to the current awarded contract amount of \$54,363 by \$72,070, for a total amount of \$126,433, for Legacy Drive Corridor Improvements, Project No. 6069.1, from HVJ North Texas - Chelliah Consultants, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2021-0464-X; Modification No. 2) **Approved**

BACKGROUND

The Engineering Department recommends approval of Contract Modification No. 2, for an increase in the professional services agreement with HVJ North Texas - Chelliah Consultants, Inc., in the amount of \$72,070, for materials testing related to the Legacy Drive Corridor Improvements project.

Material testing is necessary to ensure the construction work conforms to the project specifications. The number of tests is based on the work performed and the cost for each test is provided in the professional services agreement. The original agreement, executed on July 20, 2021 included earthwork testing, concrete testing, equipment, and personnel necessary to complete the project. This project experienced significant delays related to the relocation of franchise utilities that were discovered to be in conflict with the proposed construction. After the franchise utilities were relocated, Contract Modification No. 1 was necessary because of unit price increases that occurred during the delay.

During construction, the following issues were encountered, requiring Contract Modification No. 2:

- The project was split into small concrete pours that resulted in an increase in the number of tests.
- The delay caused by the relocation of the franchise utilities required the contractor to split their concrete pours. This modification resulted in additional site visits by HVJ to test the skipped areas.
- There were tests that did not meet the specifications. Those areas needed to be reworked and required retesting. The tests that do not meet the specifications are initially paid by the city, but are reimbursed by the contractor.

If this contract modification is not approved, it would result in limiting the Contractor's accountability to provide materials meeting the project requirements, potentially reducing the quality of materials placed and the service life.

FINANCIAL SUMMARY/STRATEGIC GOALS

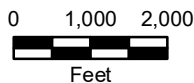
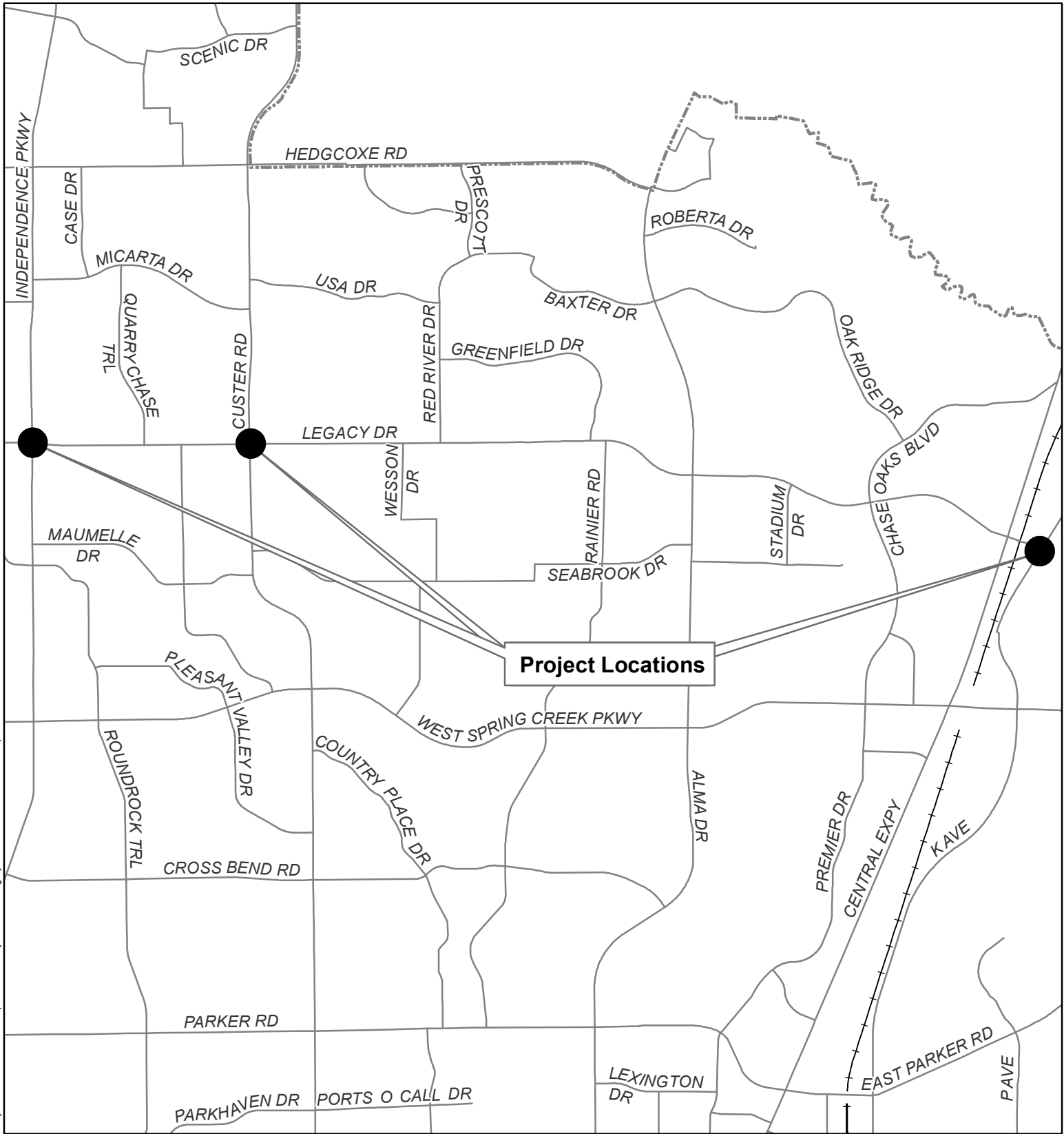
Funding for this item is available in the 2024-25 Street Improvements CIP. The second modification to the

contract for professional services for the Legacy Drive Corridor Improvements project, in the total amount of \$72,070, will leave a balance of \$4,189 for future expenditures.

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

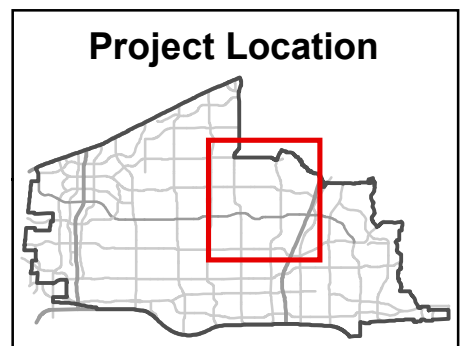
ATTACHMENTS:

Description	Upload Date	Type
Location Map	2/7/2025	Map



Legacy Drive Corridor Improvements

Project No. 6069.1





CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025

DEPARTMENT: Public Works

DIRECTOR: Abby Owens, Director of Public Works

AGENDA ITEM: Approve a decrease in the amount of \$742,899 for Arterial Pavement Repair Parker Road - East City Limit to Country Place Drive, Project No. 7502

RECOMMENDED ACTION: Approval of Change Order

ITEM SUMMARY

To approve a decrease to the current awarded contract amount of \$6,540,720 by \$742,899, for a total contract amount of \$5,797,821, for Arterial Pavement Repair Parker Road - East City Limit to Country Place Drive, from HQS Construction, LLC for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2022-0428-B; Change Order No.

3) **Approved**

PREVIOUS ACTION/PRESENTATION

On June 13, 2022, City Council awarded a bid in the amount of \$6,473,350 for Arterial Pavement Repair Parker Road - East City Limit to Country Place Drive, Project 7502 to HQS Construction, LLC.

On December 1, 2022, the City Manager approved Change Order No. 1, in the amount of \$55,040 to allow for the repair of bridge approaches in the project scope, originally intended to be part of an Engineering project, but added to Project 7502 to expedite the repair.

On December 5, 2023, the City manager approved Change Order No. 2, in the amount of \$12,330 to allow for the removal and replacement of Type 6 retaining wall and sidewalk, identified in the field as needed.

BACKGROUND

This change order is for a reduction in quantities of contract items that were not necessary to complete the Arterial Pavement Repair Parker Road - East City Limit to Country Place Drive Project and a price increase for two bid items, as allowed for under section 104.2.1 of the North Texas Council of Governments Standard Specifications for Public Work Construction. The project was designed in Fall 2021. Public Works staff utilize street scores to estimate the amount of pavement removal needed on a street or neighborhood repair project. The estimates are typically within 10% to 15% of the actual street repairs needed within the project limits. In this case, the estimate was 11% higher than actual concrete repairs completed. The remaining funds will be used on future street projects.

If this changed order is not approved at Council, the City will not be able to reallocate these funds to a future project.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves a change in the contract with HQS Construction, LLC for construction services for the Arterial Pavement Repair Parker Road - East City Limit to Country Place Drive project. The third change

order, reducing the current contract by \$742,899, will leave a balance of \$868,372 for use in other street improvement projects.

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025

DEPARTMENT: Engineering-CIP

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

AGENDA ITEM: Approve an expenditure in the amount of \$99,800 for engineering professional services for Legacy Drive at Dallas North Tollway Bridge Monuments Project No. ENG-S-00021

RECOMMENDED ACTION: Approval of Expenditure

ITEM SUMMARY

To approve an expenditure for engineering professional services for Legacy Drive at Dallas North Tollway Bridge Monuments, Project No. ENG-S-00021, in the amount of \$99,800 from Kimley-Horn and Associates, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Engineering Department recommends approval of an expenditure in the amount of \$99,800 for engineering professional services from Kimley-Horn and Associates, Inc. for Legacy Drive at Dallas North Tollway Bridge Monuments Project No. ENG-S-00021. This project includes design phase services, construction plans, and construction administrative services for the installation of new bridge monuments on the east and west ends of the Legacy Drive bridge crossing the Dallas North Tollway.

This project was initiated by a now former City of Plano Council member as recognition to the Perot family's contribution to northwest Plano. The project will include the installation of obelisk type monuments on the east and west side of the Legacy Drive bridge between the northbound and southbound Dallas North Tollway frontage roads. The monument concepts have been provided by the Perot family. The City of Plano will utilize Kimley-Horn and Associates, Inc. for the design and construction documents necessary to erect the monuments on the bridge.

Kimley-Horn and Associates, Inc. was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2021-0377-XR. Kimley-Horn and Associates, Inc. has successful experience with the City of Plano Engineering Department for their design and construction of the Legacy Drive bridge widening and their design and construction of the Legacy Drive bridge pedestrian improvements at this location.

The benefit of this project includes enhancement of the Legacy Drive bridge at Dallas North Tollway, providing a recognition to the Perot family for their contribution to Plano.

Not approving the expenditure would result in no installation of the monuments.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Street Improvements CIP and is planned for future years, as well. Engineering professional design services for Legacy Drive at Dallas North Tollway Bridge

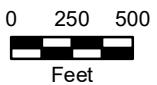
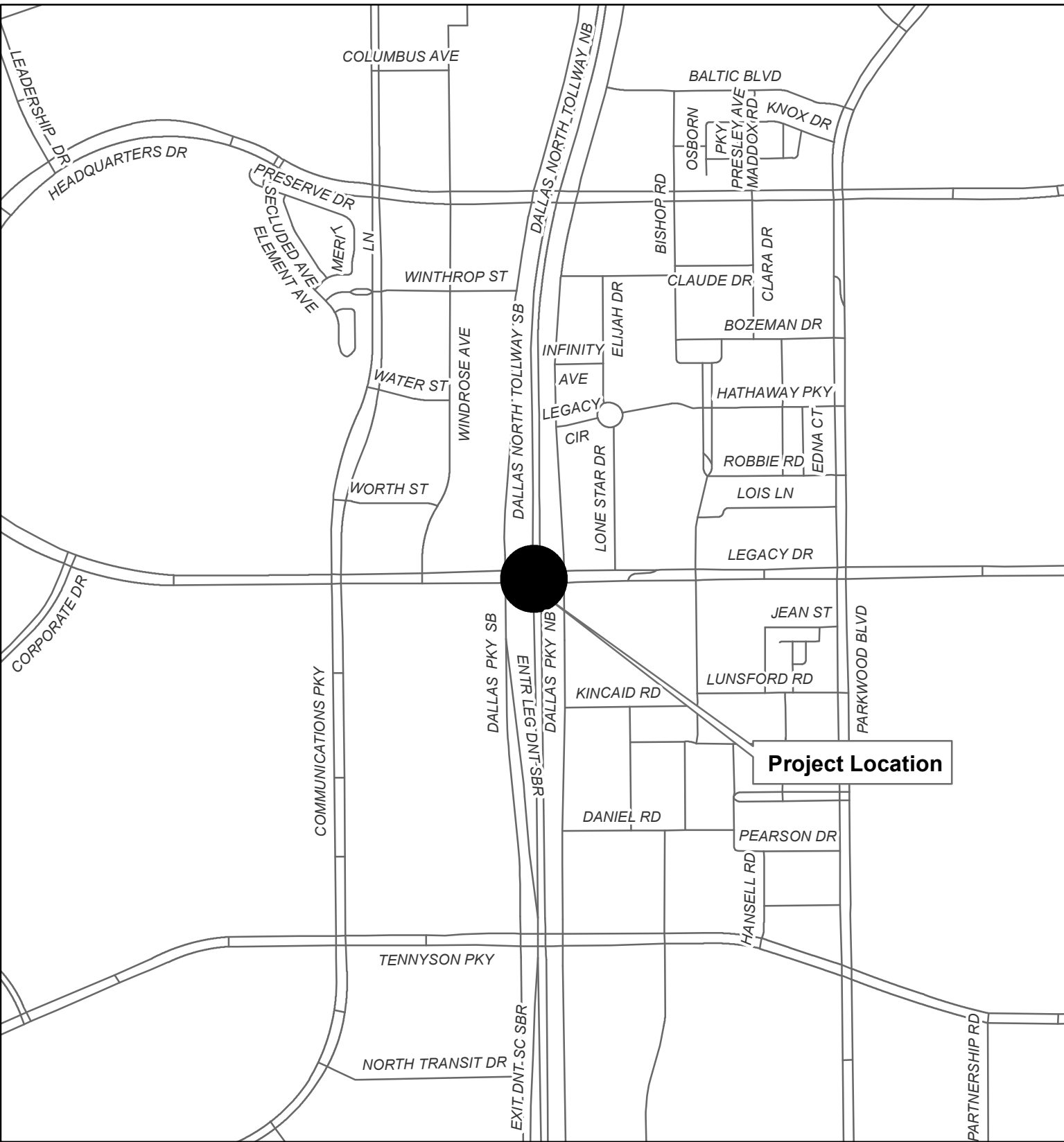
Monuments Project No. ENG-S-00021, in the total amount of \$99,800, will leave a project balance of \$250,000 for future expenditures.

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

ATTACHMENTS:

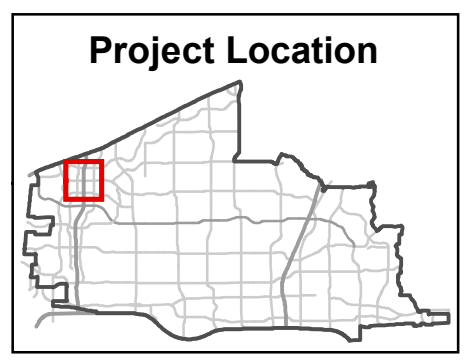
Description	Upload Date	Type
Location Map	2/11/2025	Map

\\lube01\Projects\Engineering\Locator_Maps\2017\12_15 Project 6867 - Pedestrian Crossing\Project 6867 - Legacy Drive at Dallas North Tollway Pedestrian Crossing.mxd



Legacy Drive at Dallas North Tollway Bridge Monuments

Project No. ENG-S-00021





CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025
DEPARTMENT: Eco Dev
DIRECTOR: Doug McDonald, Director of Economic Development
AGENDA ITEM: Economic Development Incentive Agreement for Sally Holdings LLC
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Sally Holdings LLC, a Delaware limited liability company (“Company”), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

This agenda item represents a request to approve an Economic Development Incentive Agreement for Sally Holdings LLC, a Delaware limited liability company, pursuant to Chapter 380 of the Texas Local Government Code and conditioned on the terms as set forth in the attached agreement. Sally Holdings LLC agrees to lease and occupy a minimum 110,000 square feet of office space at 7900 Windrose Avenue, Plano, Texas 75024 and transfer, retain or create up to 750 Full-Time Job Equivalents by December 31, 2036.

Property Location

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Economic Development Fund. This item, in the amount of \$2,525,000, will leave an unencumbered balance of \$42,790,749 available for future project consideration.

Approval of this Agreement supports the City’s Strategic Plan Critical Success Factor of Residential and Commercial Economic Vitality.

ATTACHMENTS:

Description	Upload Date	Type
Sally Holdings Chpt 380 Agmt	2/26/2025	Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (“City”), a home-rule municipal corporation, and Sally Holdings LLC, a Delaware limited liability company (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is a national retailer of beauty products and agrees to lease office space in a building located at 7900 Windrose Avenue, Plano, Texas 75024 (“Real Property”) and Occupy a minimum of 110,000 square feet of office space at the Real Property; and

WHEREAS, Company agrees to transfer or create and maintain up to 750 Full-Time Job Equivalents whose assigned work location is at the Real Property within Company’s human resource system(s) of record(s) and who are residents of the MSA Area, as defined below, for the term of this Agreement; and

WHEREAS, Company agrees to construct or cause to be constructed real property improvements that have a minimum fair market value of \$8,300,000.00 on the Real Property; and

WHEREAS, Company has advised the City that a contributing factor that would induce the Company to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement in which the City would provide an economic development grant to the Company; and

WHEREAS, City Council finds that the lease and Occupancy of a minimum 110,000 square feet of office space at the Real Property, the creation or transfer and maintenance of up to 750 Full-Time Job Equivalents, and the investment of at least \$8,300,000.00 of real property improvements will promote economic development, stimulate commercial activity, and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV’T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens, and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Commencement Date” shall mean the earlier of the Occupancy or June 1, 2026, whichever occurs first.

“Company” shall mean Sally Holdings LLC, a Delaware limited liability company.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

“Full-Time Job Equivalent(s)” shall mean one or more Company employees, whether individual or combined with other employees, whose assigned work location is at the Real Property within Company’s human resource system(s) of record(s), is a resident of the MSA Area, is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company. Company shall retain a copy of the W-2 forms, or other similar documents, for each such person representing such person’s residence that is reported in the Company’s annual certification(s).

“MSA Area” is a fourteen-county area which includes the eleven counties in the Dallas-Fort Worth-Arlington Metropolitan Statistical Area (as shown on the map of Metropolitan and Micropolitan Statistical Areas of the United States and Puerto Rico published by the U.S. Census Bureau as of March 2020), Cooke County, Fannin County, and Grayson County.

“Occupancy” or “Occupy” shall mean the Company or its affiliates have received a certificate of occupancy for the occupancy of the Real Property and the Company or its affiliates are regularly open and operating their business at the Real Property.

“Real Property” or “Property” shall mean 7900 Windrose Avenue, Plano, Texas 75024.

Article II Term

The term of this Agreement shall begin on the Commencement Date and continue for fifteen (15) years thereafter, unless sooner terminated as provided herein (“Term”).

Article III Obligations of Company

In consideration of the grant of public funds as set forth in Section 4.01 below, the Company agrees to perform the following:

(a) By the Commencement Date, lease office space located at the Real Property and Occupy a minimum of 110,000 square feet of office space at the Real Property and maintain Occupancy throughout the Term of the Agreement; and

(b) By the Commencement Date, construct or cause to be constructed real property improvements that have a minimum fair market value of \$8,300,000.00 on the Real Property; and

(c) By the Commencement Date, create or transfer at least 500 Full-Time Job Equivalents, maintain the Full-Time Job Equivalents for a minimum 180 days prior to grant payment, and continue to maintain the Full-Time Job Equivalents at the Real Property throughout the Term of the Agreement; and

(d) By December 31, 2031, and subject to Company maintaining its obligation described in Article III(a) and (c), Company may create or transfer at least 125 Full-Time Job Equivalents and maintain those Full-Time Job Equivalents at the Real Property throughout the Term of the Agreement; and

(e) By December 31, 2036, and subject to Company maintaining its obligation described in Article III(a), (c), and (d), Company may create or transfer up to an additional 125 Full-Time Job Equivalents and maintain those Full-Time Job Equivalents at the Real Property throughout the Term of the Agreement; and

(f) Use reasonable efforts to use facilities, including hotels and motels, located in the City of Plano, Texas for any Company-related or sponsored business activities throughout the Term of the Agreement; and

(g) Use reasonable efforts to use the words “Plano, Texas” or “Plano, TX” when referencing the address for the Company on printed or electronic materials.

Article IV
Economic Development Grant

4.01 **Grant.** City agrees to provide the Company a grant of up to \$2,525,000.00 (“Grant”) as long as Company meets each of the obligations of this Agreement.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to Grant in accordance with the following requirements and schedule:

(a) **Renovation Grant.** Company shall be entitled to a grant payment of \$500,000.00 to offset tenant real property improvement costs (“Renovation Grant”) if:

1. Company complies with the obligations set forth in Article III(a) and (b); and
2. Company submits a certification that the Company has added a minimum fair market value of \$8,300,000.00 in real property improvements on the Property.

(b) **Fee Reimbursement Grant.** Company shall be entitled to a grant payment of up to \$150,000.00 for reimbursement of City of Plano fees, including, but not limited to permit, building inspections, engineering, and planning fees, paid in relation to the construction and Occupancy of the Real Property (“Fee Reimbursement Grant”) if:

1. Company complies with the obligation set forth in Article III(a) and (b); and
2. Company submits an itemized schedule and any receipts of the fees paid by or caused to be paid by the Company to the City of Plano, Texas as it relates to the construction and Occupancy of the Real Property.

(c) **Job Creation Grant #1.** Company shall be entitled to a grant payment of \$1,250,000.00 (“Job Creation Grant #1”) if Company complies with the obligations set forth in Article III(a) and (c). The Job Creation Grant #1 shall not be pro-rated.

(d) **Job Creation Grant #2.** Company may be entitled to a grant payment of \$312,500.00 (“Job Creation Grant #2”) if Company complies with the obligations set forth in Article III(a), (c), and (d). The Job Creation Grant #2 shall not be pro-rated.

(e) **Job Creation Grant #3.** Company may be entitled to a grant payment of up to \$312,500.00 (“Job Creation Grant #3”) if:

1. Company complies with the obligations set forth in Article III(a), (c), (d) and (e); and
2. After satisfying the job creation requirement set forth in Article III(c) and (d), Company may add up to 125 Full-Time Job Equivalents as set forth in Article III(e). For each additional Full-Time Job Equivalent created or transferred to the Real Property by December 31, 2036, Company may be entitled to a grant payment of \$2,500.00 per additional Full-Time Job Equivalent added. The maximum amount Company may be entitled to under the Job Creation Grant #3 is \$312,500.00.

(f) **Initial Grant Request.** Company shall submit one cumulative request for payment under the Renovation Grant, Fee Reimbursement Grant, and Job Creation Grant #1 (the “Initial Grant Request”) to the City. Such Initial Grant Request shall include any documentation required by each grant, as described in Section 4.02(a), (b), and (c). With the Initial Grant Request, Company shall submit an executed Certificate of Compliance form, attached hereto as **Exhibit “A.”** Company shall submit its Initial Grant Request to the City after 180 days of actual Occupancy and not later than June 1, 2027. City’s obligation to pay or reimburse Company under the Renovation Grant, Fee Reimbursement Grant, and Job Creation Grant #1 shall terminate after June 1, 2027.

1. City will make the Initial Grant Request payment within thirty (30) days of receipt of the request. City may, in its sole discretion, withhold such payment if additional documents or information is needed from the Company.
2. For the Fee Reimbursement Grant, City shall only reimburse Company for fees, costs, and expenses actually incurred or paid by the Company.

(g) **Job Creation Grant #2 Payment Request.** For the Job Creation Grant #2 payment request, Company must submit an executed Certification of Compliance form, attached hereto as **Exhibit “A.”** Company’s request for payment under the Job Creation Grant #2 must be submitted by January 31, 2032. A failure to submit the Certification of Compliance form by January 31, 2032, to the City shall result in forfeiture of the Job Creation Grant #2 by the Company. City shall have no further obligation to pay Company Job Creation Grant #2 after January 31, 2032.

(h) **Job Creation Grant #3 Payment Request.** For the Job Creation Grant #3 payment request, Company must submit an executed Certification of Compliance form, attached hereto as **Exhibit “A.”** Company’s request for payment under the Job Creation Grant #3 must be submitted by January 31, 2037. A failure to submit the Certification of Compliance form by January 31, 2037, to the City shall result in forfeiture of the Job Creation Grant #3 by the Company. City shall have no further obligation to pay Company Job Creation Grant #3 after January 31, 2037.

(i) The obligations of each grant shall be treated separate and apart. Company's failure to comply with an obligation under a specific grant does not disqualify the Company from receiving payment under a different grant outlined in this Article. For example, if Company fails to comply with the obligations of the Renovation Grant, Company may still be eligible to receive payment under the Job Creation Grants or Fee Reimbursement Grant, so long as Company meets the specific obligations and requirements under those grants.

(j) Beginning January 31, 2028, Company must submit an annual certification on the form, attached hereto as **Exhibit "B"** not later than January 31st of each year for the duration of this Agreement. **A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages as set out in Section 4.03 below.**

(k) All certifications required under this Agreement must be executed by the Company's chief executive or financial officer.

4.03 **Refund/Repayment/Default.**

(a) The following events shall constitute an event of default ("Event of Default") during the Term of this Agreement, if Company:

1. Fails to Occupy or maintain Occupancy at the Real Property;
2. Fails to refund any payments as required by the City;
3. Fails to fulfill any of the obligations set forth in this Agreement;
4. Fails to maintain the required number of Full-Time Job Equivalents for which it has received payment, at the time Company submits its annual certification to the City; or
5. Is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers.

(b) If any Event of Default occurs prior to any Grant funds being paid to the Company by the City, then Company shall forfeit the entire Grant and the City's obligations under this Agreement shall terminate.

(c) If any Event of Default, excluding an Event of Default under Section 4.03(a)(4) and (a)(5), occurs after Grant funds have been paid to the Company by the City, then Company shall repay to the City all Grant funds paid to Company within thirty (30) days of written notice of default from the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.]

(d) If a default occurs under Section 4.03(a)(4), Company shall have until January 1st of the following year to cure. If the Company fails to cure the default by January 1st of the following year, then Company shall refund to the City an amount equal to Two Thousand Five Hundred Dollars (\$2,500.00) for each lost Full-Time Job Equivalent. For the purposes of determining whether the City is due a refund under this Subsection, the Company shall certify to the City as set out in Section 4.02 the actual number of Full-Time Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit “B”. A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Full-Time Job Equivalent(s), Company is not entitled to any future payment for that lost Full-Time Job Equivalent(s) notwithstanding that it subsequently complies with the Full-Time Job Equivalent requirements of this Agreement at a later date.

(e) If a default occurs under Section 4.03(a)(5), then Company shall repay to the City all Grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the Company is convicted of the offense.

Article V Termination

5.01 **Events of Termination.** This Agreement terminates upon any one or more of the following:

(a) By expiration of the Term and where no defaults have occurred; or

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

- (a) Five (5) years from the end of the Agreement period; or
- (b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the “Records”) upon receipt of ten (10) business days written notice from the City. The City’s access to Company’s books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City’s access to Company’s Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Full-Time Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

Article VII Assignment

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City’s consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VIII
Miscellaneous

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Mr. Mark D. Israelson
City Manager
1520 K Avenue
P.O. Box 860358
Plano, TX 75086-0358

If intended for the Company before Occupancy:
Sally Holdings LLC
Attention: Mr. Michael Smith
Vice President – Real Estate
3001 Colorado Boulevard
Denton, TX 76210

With a copy to:
City of Plano, Texas
Attention: Ms. Paige Mims
City Attorney
1520 K Avenue
P.O. Box 860358
Plano, TX 75086-0358

If intended for the Company after Occupancy:
Sally Holdings LLC
Attention: Mr. Michael Smith
Vice President – Real Estate
7900 Windrose Avenue
Plano, Texas 75024

8.05 **Compliance with Equal Rights Ordinance.** Company agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

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

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment;
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

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

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

8.06 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

8.07 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

8.08 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

8.09 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.10 **Recitals.** The recitals to this Agreement are incorporated herein.

8.11 **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.12 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

[INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]

This Agreement shall be effective upon the last date on which all parties have executed this Agreement.

ATTEST:

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

Lisa C. Henderson, CITY SECRETARY

Mark D. Israelson, CITY MANAGER

Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ATTEST:

SALLY HOLDINGS LLC, a Delaware
limited liability company

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
CERTIFICATE OF COMPLIANCE

Step One (Due after 180 days of actual Occupancy and not later than June 1, 2027):
Please select one of the options below:

_____ a. I hereby certify that Sally Holdings LLC has Occupied the Real Property by the Commencement Date, as defined in the Agreement, and is in compliance with all terms of the Agreement.

_____ b. I hereby certify that Sally Holdings LLC has failed to Occupy the Real Property by Commencement Date, as defined in the Agreement, and is not in compliance with all terms of the Agreement and therefore, is not entitled to receive any payment in accordance with Article IV of the Agreement.

Step Two (Due after 180 days of actual Occupancy and not later than June 1, 2027):
Please select one of the options below under each grant, as applicable:

Renovation Grant

_____ a. I hereby certify that Sally Holdings LLC has added a minimum fair market value of \$8,300,000.00 in real property improvements to the office space located at the Real Property by Commencement Date, as defined in the Agreement, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(a) of that Agreement.

_____ b. I hereby certify that Sally Holdings LLC has failed to add a minimum fair market value of \$8,300,000.00 in real property improvements to the office space located at the Real Property by Commencement Date, as defined in the Agreement, and is not entitled to receive payment in accordance with Section 4.02(a) of that Agreement.

Fee Reimbursement Grant

_____ a. I hereby certify that Sally Holdings LLC has submitted for approval itemized costs paid by Sally Holdings LLC to the City of Plano for permit, building inspections, engineering and planning fees for the construction of the Real Property in Plano, Texas for reimbursement of up to \$150,000.00, attached hereto as Exhibit "1", and is in compliance with all terms of the Agreement and is requesting payment in accordance with Section 4.02(b) of the Agreement in the amount of _____ Dollars.

_____ b. I hereby certify that Sally Holdings LLC has failed to submit itemized costs paid by Sally Holdings LLC to the City of Plano for permit, building inspections, engineering and planning fees for the construction of the Real Property in Plano, Texas for reimbursement of up to \$150,000.00 and is not entitled to receive payment in accordance with Section 4.02(b) of that Agreement.

Job Creation Grant #1

_____ a. I hereby certify that Sally Holdings LLC has transferred or created at least 500 Full-Time Job Equivalent positions at the Real Property on or before the Commencement Date, as defined in the Agreement, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(c) of that Agreement. The actual number of Full-Time Job Equivalents is _____.

_____ b. I hereby certify that Sally Holdings LLC has failed to transfer or create at least 500 Full-Time Job Equivalent positions at the Real Property on or before the Commencement Date, as defined in the Agreement, and is not entitled to receive payment in accordance with Section 4.02(c) of that Agreement. The actual number of Full-Time Job Equivalents is _____.

Step Three (Due by January 31, 2032):
Please select one of the options below:

Job Creation Grant #2

____a. I hereby certify that Sally Holdings LLC has transferred or created at least 125 additional Full-Time Job Equivalent positions at the Real Property on or before December 31, 2031, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(d) of that Agreement. The actual number of additional Full-Time Job Equivalents added is _____.

____b. I hereby certify that Sally Holdings LLC has failed to transfer or create at least 125 additional Full-Time Job Equivalent positions at the Real Property on or before December 31, 2031, and is not entitled to receive payment in accordance with Section 4.02(d) of that Agreement.

Step Four (Due by January 31, 2037):
Please select one of the options below:

Job Creation Grant #3

____a. I hereby certify that Sally Holdings LLC has transferred or created up to an additional 125 Full-Time Job Equivalent positions at the Real Property on or before December 31, 2036, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(e) of that Agreement. The actual number of additional Full-Time Job Equivalents added is _____.

____b. I hereby certify that Sally Holdings LLC has failed to transfer or create any additional Full-Time Job Equivalent positions at the Real Property on or before December 31, 2036, and is not entitled to receive payment in accordance with Section 4.02(e) of that Agreement.

ATTEST:

SALLY HOLDINGS LLC, a Delaware
limited liability company

Name:
Title: _____

By: _____
Name: _____
Chief Legal and Administrative Officer

Date

For the Renovation Grant, Fee Reimbursement Grant, and Job Creation Grant #1, this certification shall be submitted after 180 days of actual Occupancy and not later than June 1, 2027. For the Job Creation Grant #2, this certification shall be submitted by January 31, 2032. For the Job Creation Grant #3, this certification shall be submitted by January 31, 2037.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, TX 75086-0358

EXHIBIT “B”

ANNUAL CERTIFICATE OF COMPLIANCE

Please select one of the options for annual certification beginning in 2028:

____a. I hereby certify that Sally Holdings LLC is in compliance with each applicable term as set forth in the Agreement and the transferred or created number of Full-Time Job Equivalents has not fallen below the number for which Sally Holdings LLC has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Full-Time Job Equivalents was ____.

____b. I hereby certify that Sally Holdings LLC is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Full-Time Job Equivalents has fallen below the number for which Sally Holdings LLC has received a grant payment. I understand that Sally Holdings LLC shall have one-year to cure the Full-Time Job Equivalent default. If such default is not cured by the following year, Sally Holdings LLC shall refund the City of Plano the appropriate amount as required by Article IV, Section 4.03 of the Agreement. I further certify that as of December 31 of the prior year, the number of Full-Time Job Equivalents was ____.

____c. I hereby certify that Sally Holdings LLC is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Full-Time Job Equivalents has fallen below the number for which Sally Holdings LLC has received a grant payment. I further certify that as of December 31 of the prior year, the number of Full-Time Job Equivalents was ____and that the City of Plano will be refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

SALLY HOLDINGS LLC, a Delaware limited liability company

Name: _____
Title: _____

By: _____
Name: _____
Chief Legal and Administrative Officer

Date: _____

NOTE: This form is due by January 31 of each year beginning on January 31, 2028, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, TX 75086-0358



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025

DEPARTMENT: Technology Solutions

DIRECTOR: Roger Wright, Chief Information Officer

AGENDA ITEM: Interlocal Agreement between the City of Plano, the City of Allen, and North Texas Municipal Water District (NTMWD) for the use of the Plano and Allen 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 North Texas Municipal Water District (NTMWD) for the use of the Plano and Allen Joint Radio Communications System for Technology Solutions; and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2025-0233-1) **Approved**

BACKGROUND

The cities of Plano, Allen and the NTMWD will enter an Interlocal Agreement (ILA) in 2025 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 NTMWD is one of 16 agencies that rely on the radio services provided by Plano and Allen.

This new ILA between the cities and NTMWD sustains the existing rate structure on the Joint Radio System network and maintains the objective of ensuring cost neutrality for the cities of Plano and Allen.

After its initial (1) year term, the ILA will automatically renew for successive (1) year terms for nine (9) years if required by the NTMWD. The NTMWD may terminate this ILA with or without cause by providing three hundred sixty-five (365) days written notice.

FINANCIAL SUMMARY/STRATEGIC GOALS

This request is to approve an Interlocal Agreement by and between the City of Plano, City of Allen, and NTMWD for the Public Safety Radio Communications System. This agreement is for a one-year term with nine (9) one-year automatic renewals unless one of the parties take action to terminate the agreement. Based on the terms of the agreement, NTMWD will pay an estimated \$3,332 in the 2024-25 Budget, and \$5,712 annually in the 2025-26 through 2033-34 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	2/10/2025	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**” and individually as “**City**”), a Texas home-rule municipality, acting herein by and through their duly authorized City Managers, and **North Texas Municipal Water District (“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 (“**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 System with all privileges and responsibilities thereof.

NOW THEREFORE, the Cities and USER agree as follows:

1. GRANT OF LICENSE

The Cities grant 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. 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 (“**Initial Term**”). After that Initial Term, this Agreement shall automatically renew for successive nine (9) one-year terms 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 waivers 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 all 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	North Texas Municipal Water District
Attn: Chief Information Officer	Attn: IT Director	Attn: Director-IT
P.O. Box 860358	305 Century	501 East Brown Street
Plano, TX 75086	Allen, TX 75013	Wylie, TX 75098

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.

[INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]

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**, Texas, a home-rule municipality,
on behalf of such corporation.

Notary Public, State of Texas

EXECUTED IN MULTIPLE ORIGINALS on this day of January 30, 2024⁵

CITY OF ALLEN, TEXAS

BY: [Signature]
Eric Ellwanger, City Manager

APPROVED AS TO FORM

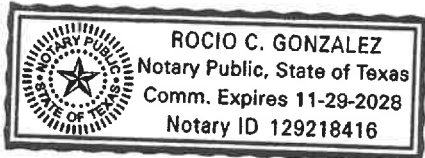
[Signature]
Peter G Smith, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 30th day of January, 2024⁵
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 December 20th, 2024

**NORTH TEXAS MUNICIPAL WATER
DISTRICT, TEXAS**

BY: Jennifer Covington
Jennifer P. Covington, Executive Dir.

ACKNOWLEDGMENTS

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the 20th day of December, 2024,
By **Jennifer P. Covington**, Executive Director of **NORTH TEXAS MUNICIPAL WATER DISTRICT**,
on behalf of such corporation.

Shawna Helmsberg
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, subscriber 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 Plan (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 three hundred sixty five (365) 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.

"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.

"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.

"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.

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025
DEPARTMENT: Budget
DIRECTOR: Karen Rhodes-Whitley, Director of Budget and Research
AGENDA ITEM: To approve a policy to establish fund balance guidelines.
RECOMMENDED ACTION: Approval of Policy/Plan

ITEM SUMMARY

To approve a fund balance policy to establish guidelines for all funds, define each fund's purpose, specific uses, and fund balance goals, and specify criteria for restricted and unrestricted funds; and providing an effective date. **Approved**

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Establishing fund balance policies will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Fund Balance Policy	2/25/2025	Attachment

Financial Policies: Fund Balance Policy

I. Purpose

The City of Plano is committed to financial management through integrity, prudent stewardship, planning, accountability, transparency, and communication. The City of Plano has an important responsibility to its citizens to carefully account for public funds, to manage municipal finances wisely, and to plan for the adequate funding of services desired by the public. The purpose of these policies is to establish guidelines to enable the City to achieve and maintain a long-term stable and positive financial condition and provide guidance for the City Manager in the role of Chief Executive Officer of the City.

The City's Fund Balance is the accumulated difference between assets and liabilities within funds and it allows the City to meet its contractual obligations, fund disaster or emergency costs, provide cash flow for timing purposes for which Fund Balances can be used in accordance with Governmental Accounting Standards Board (GASB) Statement Number 54.

The City's Fund Balance Policy includes the following:

- A. Provides unassigned fund balance guidelines for all funds
- B. Clearly defines each fund's purpose, specific uses, and fund balance goals
- C. Specify criteria for restricted and unrestricted funds

II. Administration & Implementation

These policies will be reviewed and updated annually as part of the budget preparation process. Policies will be presented to the City Council for approval of significant changes.

III. Guiding Principles

- A. Current recurring ongoing expenditures should be covered by recurring ongoing revenues (Structurally Balanced Budget).
- B. One-time revenues can be used to build up the unassigned fund balance or used for truly one-time expenses without impacting current service levels.
- C. Any year-end surplus should be directed to unassigned fund balance and not used to finance recurring expenses in the following fiscal year.
- D. Capital improvements should be financed from current revenues but may be financed by prudent use of debt instruments that provide for a pay-back period which does not exceed the life of the improvement. Once the City has borrowed for such improvements, debt service becomes a current expense to be covered by recurring revenue.
- E. Internal service funds are used by the City to provide for services within the City organization. Examples include fleet, self-insurance, municipal warehouse, technology solutions. Charges to the departments or projects should be set to cover all costs. They should have sufficient reserves to cover

fluctuations or long-term liabilities such as vehicle replacement and insurance claims.

- F. Revenues and expenditures will be projected at least five (5) years into the future. Should any structural imbalance be projected, a plan to address the imbalance should be agreed upon. *Please refer to the Budget Contingency Policy.*

IV. Fund Balance Policies

- A. **Governmental Funds**: Funds through which most governmental functions of the city are financed. Generally used to account for activities primarily supported by taxes, grants and similar revenue sources.

1. **General Fund** – is the government’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another funds. The General Fund is generally used to account for functions of the City that are principally supported by taxes, including property tax and sales tax, fines and fees, and intergovernmental revenues. Example of activities budgeted and allocated in the General Fund include Public Safety, Parks and Recreation, Libraries and Public Works.

Proposed Fund Balance Policy: The City shall maintain a target unassigned reserve balance equal to **60 days** of operating expenses.

End of fiscal year General Fund surplus (revenues over expenditures), as confirmed and finalized by the annual audit, should be applied toward achieving the City’s General Fund reserve target prior to other priorities. Excess surplus can be allocated to any of the following funds, with priorities and amounts being defined by City Council and staff:

- a. Rainy Day Fund
- b. Capital Maintenance Fund
- c. Self-Insurance Funds – Risk and Health
- d. Economic Development Incentive Fund

2. **General Obligation (G.O.) Debt Service Fund** – accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.

Proposed Fund Balance Policy: The City shall maintain an assigned reserve balance **equal to 5% with a maximum of 10%** of the following year’s annual principal and interest debt service expense. The Debt service tax rate and/or future debt will be structured to maintain the debt service reserve.

The length of maturity of the long-term debt will be set in order to lower net interest costs and to maintain flexibility to pay off debt early. The target shall be twenty (20) years. The term of the debt should not exceed the expected useful life of capital asset being financed.

3. **Rainy Day Fund** –shall be used to provide temporary funding of unanticipated or unforeseen extraordinary needs of an emergency nature; for example, costs related to a natural disaster or calamity, potential economic downturn or an unexpected liability created by federal or state legislative action.

Funds shall be allocated from the Rainy Day Fund only after analysis has been prepared by the City Manager and presented to the City Council. The analysis shall address the natures of the adopted expenditure and the revenue requirement in subsequent budget years.

Proposed Fund Balance Policy: The City shall strive to maintain a target unassigned reserve balance of **\$20 million**.

4. **Capital Maintenance Fund** – established to provide funding for maintenance related projects that have an expected minimum life of ten (10) years, outside of the annual operating budget or the bond funded Community Investment Program (CIP). The fund was created to build a reserve to be used for the maintenance and preservation of the City's existing infrastructure and assets in order to extend the life and defend against potentially exponential replacement costs.

Proposed Fund Balance Policy: The City shall maintain a target unassigned reserve balance of **\$20 million**.

A three-year average of expenditures plus CPI or MCI, should be used as a target for departmental project budgets going forward.

The budget for all capital projects, including Capital Maintenance are legally adopted for specific projects using project length budgeting rather than fiscal year base budgeting. The unencumbered appropriated balance for capital projects does not lapse at the conclusion of the project.

End of fiscal year Capital Maintenance Fund surplus (revenues over expenditures) less encumbrances, as confirmed and finalized by the annual audit, can be applied toward achieving the City's General Fund reserve target, Rainy Day Fund or Self-Insurance Funds (Risk and Health). *Please refer to the Capital Maintenance Fund Policy.*

- B. **Proprietary (Enterprise) Funds:** Charges to customers for sales and services, which are similar to businesses.

1. **Water & Sewer Fund** – accounts for the operation of the City's water and sewer utilities. Activities of the fund include administration, operation and maintenance of the water and sewer system, and billing and collection activities.

Proposed Fund Balance Policy: The City shall maintain a target unassigned reserve balance equal to a range of **90 to 120 days** of annual expenditures in order to provide for unanticipated needs or the impact of weather.

The City shall conduct a Water & Sewer rate review every three (3) years. The rates shall be set, subject to City Council approval, to cover the required costs of the operations including North Texas Municipal Water District (NTMWD) contract costs, Payment In Lieu Of Taxes (PILOT) costs, and any necessary Water & Sewer capital improvements.

2. **Sustainability & Environmental Services Fund** – accounts for the provision of environmental services to customers who are billed monthly at a rate sufficient to cover the cost of providing such services.

Proposed Fund Balance Policy: The City shall maintain a target unassigned reserve balance equal to at least **45 days** of annual expenditures due to the reliability of the revenues collected from providing trash and recycling services.

The City shall conduct a Sustainability & Environmental Services rate review every three (3) years. The rates shall be set, subject to City Council approval, to cover the required costs of the operations including NTMWD contract costs.

3. **Municipal Drainage Fund** – accounts for the City's storm water management program. Drainage fees are based on a mathematical calculation using impervious cover and applied in compliance with State Law.

Proposed Fund Balance Policy: The City shall maintain a target unassigned reserve balance equal to at least **90 days** of operating expenses due to issuance of debt for major projects.

The City shall conduct a rate review of drainage fee charges a minimum of every three (3) years. Rates will be set, subject to City Council approval, to cover the required costs of the stormwater water management program and necessary drainage capital improvements.

4. **Convention & Tourism Fund** – accounts for the convention and tourism activities of the City's Plano Event Center and Visit Plano operations.

Proposed Fund Balance Policy: The City shall maintain a target unassigned reserve balance equal to at least **90 days** of operating expenses due to the volatility of Hotel Occupancy Taxes (HOT) due to economic downturns.

5. **Municipal Golf Course Fund** – accounts for operation of the City’s golf course, including administration, operation and maintenance.

Proposed Fund Balance Policy: The City shall maintain a target unassigned reserve balance equal to at least **45 days** of operating expenses.

6. **Recreation Revolving Fund** – accounts for recreational programs and activities that are offered to groups and individuals on a fee basis. Fees are adjusted periodically to cover the cost of providing each.

Proposed Fund Balance Policy: The City shall maintain a target unassigned reserve balance equal to at least **45 days** of operating expenses.

- C. **Internal Service Funds:** Account for goods or services provided by one city department for another.

Any current or future deficits that may occur in Internal Service Funds should include a financial plan for eliminating the fund deficit within the next three (3) years. The plan will include options such as increased department contributions or transfers from other funds available to fund the deficit.

1. **Equipment Maintenance Fund** – accounts for the cost of operating and maintaining automotive and other equipment used by City departments. Service charges are billed to departments on a monthly basis to cover all expenses of the fund, including depreciation necessary to provide maintenance services and for replacement of the fleet.

Proposed Fund Balance Policy: All Internal Service funds shall be fully self-supporting to the extent that any fund balance deficit shall be recovered through increased charges to the benefiting departments. The City shall maintain a target unassigned reserve balance equal to **20%** of average spend for the prior three (3) years.

2. **Equipment Replacement Fund (ERF)** – accounts for the cost of maintenance and replacement of fleet rolling stock and other equipment used by City departments. The fund receives operating resources from the departments in order to fund the regular replacement of major pieces of equipment (primarily rolling stock) at their economic obsolescence plus prescribed maintenance. Individual departments have sub-ERF accounts to utilize during the year for replacement of smaller items such as Police Mobile Radios.

Proposed Fund Balance Policy: Equipment Replacement Fund will be funded annually based on the average life span of the City’s fleet adjusted for inflation. Additionally, the Fund will be reviewed annually to ensure future contributions are sufficient to replace existing fleet based on replacement criteria. The City shall maintain a target minimum

replacement unassigned reserve balance equal to **10%** of the replacement value of all rolling stock.

3. **Municipal Warehouse Fund** – accounts for the operation of a central warehouse facility, which provides the capability of storing and distributing in volume supplies and materials used by City departments. An overhead charge is applied to the purchase prices of all materials handled to cover the operating costs, including the cost of goods sold.

Proposed Fund Balance Policy: All Internal Service funds shall be fully self-supporting to the extent that any fund balance deficit shall be recovered through increased charges to the benefiting departments. The City shall maintain a target unassigned reserve balance set to **zero**. Charges for goods will be reimbursed to the Warehouse on the cost of the goods.

4. **Technology Solutions Operating Fund (Fund 66)**– accounts for quality technology support, consultation, and reliable solutions to address the requirements of City departments. Total operating expenses are funded through a transfer equal to 80% from the General Fund and 20% from the Water & Sewer Fund.

Proposed Fund Balance Policy: The City shall maintain a target unassigned reserve balance of **\$1 million**.

Any excess fund reserve over the target goal should be transferred back to the General Fund and Water & Sewer Fund based on the 80/20 transfer amount.

5. **Technology Replacement Fund (Fund 58)** – accounts for the replacement of existing technology equipment used by the City of Plano’s departments on a regularly scheduled basis. These systematic replacement schedules enable all hardware and software to meet standard requirements with the intention of operating with the latest technology.

Proposed Fund Balance Policy: It is the policy of the City to plan and fund the maintenance and replacement of its computer network and other technology systems. The City shall maintain a target minimum replacement unassigned reserve balance equal to **10%** of the next five (5) years on the replacement schedule.

While cash funding is preferred, major TS systems and projects may require debt that is amortized over a shorter useful life appropriate for the software or hardware.

6. **Technology Projects Fund (Fund 62)** – accounts for the acquisition and replacement of technology at the City, including software, hardware, and other related equipment on a year-to-year basis approved through the supplement process on a cash basis.

Proposed Fund Balance Policy: The City shall maintain a target unassigned reserve balance of **\$1 million**.

7. **Risk Management Fund** – accounts for the operation of a self-insurance program for general liability, public officials’ errors and omission, police professional liability, property loss and workers’ compensation. The Risk Management Fund is funded through the use of transfers from the General Fund, Water & Sewer and Environmental Waste Fund based on a three-year average of Workers Comp Claims and Judgement and Damages.

Proposed Fund Balance Policy: All self-insurance funds will be evaluated on an annual basis to ensure adequate fund balances are maintained. The Risk Fund Reserve will be maintained at a level, together with purchased umbrella insurance policies, that will adequately indemnify the City's property and liability risk. A qualified actuarial firm shall be retained on an annual basis to recommend an appropriate reserve level. The target reserve amount should be the **greater of IBNR (Incurred But Not Reported) plus six (6) months claims** expense or the average spend **over the past three (3) to five (5) years** or to cover any unanticipated expenses in Worker’s Compensation, Judgements and Damages.

8. **Health Claims Fund** – accounts for the self-insurance operation of group accident and health insurance coverage for all City employees. In addition to the basic insurance coverage provided, employees may purchase dependent coverage through payroll deductions. Coverage is financed by billings to the departments and through employee payroll deductions.

Proposed Fund Balance Policy: Annually through the budget process, staff and the City's Health Benefit Consultant firm will evaluate and recommend to the City Manager's Office a self-funded health insurance plan that offers the greatest opportunity to mitigate cost increase while offering health care services to its employees. The City shall maintain a target unassigned reserve balance equal to the **greater of IBNR (Incurred But Not Reported) plus six (6) months of claims** or between **15% and 20%** of the average annual Health Claims Fund expenses from the three (3) prior years to cover any unanticipated increase in health insurance costs.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025
DEPARTMENT: Budget
DIRECTOR: Karen Rhodes-Whitley, Director of Budget and Research
AGENDA ITEM: To approve a policy to establish Capital Maintenance Fund guidelines.
RECOMMENDED ACTION: Approval of Policy/Plan

ITEM SUMMARY

To approve a policy to establish Capital Maintenance Fund guidelines to build a reserve to be used for the maintenance and preservation of the City's existing infrastructure and assets in order to extend their life and defend against potentially exponential replacement costs; and providing an effective date. **Approved**

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Establishing a Capital Maintenance Fund Policy will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Capital Maintenance Fund Policy	2/25/2025	Attachment

Financial Policies: Capital Maintenance Fund Policy

I. Purpose

The City of Plano recognizes the need for a proactive approach to safeguarding the City's sizable investment in infrastructure, amenities and facilities. The Capital Maintenance Fund was established to provide funding for maintenance related projects that have an expected minimum life of ten years, outside of the annual operating budget or the bond funded Community Investment Program (CIP). The fund was created to build a reserve to be used for the maintenance and preservation of the City's existing infrastructure and assets in order to extend their life and defend against potentially exponential replacement costs.

II. Authority

The Budget and Research Department will monitor the financial integrity of the Fund. The priority ranking of projects will be reviewed annually by the Infrastructure Planning Committee and presented to the City Manager during annual departmental budget review meetings. The City Manager will decide which projects will be included in the annual allocation presented to Council in the Proposed Community Investment Program. The City Council will provide final authority at the Annual Budget and CIP worksessions.

III. Definitions

- A. Infrastructure – For the purpose of the Capital Maintenance Fund, infrastructure includes buildings, facilities, parks, streets, signals, technology, and underground utilities, and the improvements made thereto. (See Expenditure Section B, Item 1)
- B. Enterprise Funds – The Enterprise Funds account for operations that are financed and operated in a manner similar to private business where the costs of providing the goods or services to the general public on a continuing basis will be financed or recovered through user charges.
- C. General Fixed Assets – The general fixed assets of the City are funded through general obligation bonds and are used in the performance of general governmental functions and exclude the fixed assets of Enterprise and Internal Service funds.
- D. General Obligation Bond Fund – General Obligation Improvements are funded by a portion of the ad valorem tax rate. The projects include Municipal Facilities, Park Improvements, and Street Improvements.

IV. Procedures

- A. Funding
 - 1. Annual contributions to the Capital Maintenance Fund will be made from the General Fund, the Water & Sewer Fund, the Municipal Drainage Fund and the Convention & Tourism Fund (for the Plano Event Center) at a level that permits significant maintenance projects to be undertaken to preserve Plano's infrastructure. Contribution amounts, as well as the amount of the

Fund's reserved minimum balance, will be determined in accordance with the City's Fund Balance policy.

2. Additional resources for the fund shall include revenue received from rollback taxes, developer revenue for screening walls, fund interest earnings, and any reimbursements or participation from partnering entities for projects undertaken in the Capital Maintenance Fund.
3. When deemed necessary by the City Manager, debt financing may be proposed to the City Council for projects that would normally be included in the Capital Maintenance Fund; however, since the fund is intended to operate on a pay-go basis, debt financed projects shall be undertaken in the appropriate CIP Fund for the asset being maintained or upgraded.

B. Expenditures

1. Capital Maintenance projects will fall under one of the following categories:
 - a. Streets – Includes repair projects for streets, alleys, screening walls, sidewalks, signalized intersections, etc.
 - b. Parks – Includes such projects as playground replacements, lighting systems, trail repairs, irrigation, pavilions, parking lots, parks and recreation buildings, structures, and equipment, signage, tree replacement, restrooms, athletic field and park site restorations, living screening walls, public building landscape replacement.
 - c. Facilities – Includes such projects as HVAC repairs and replacements, incinerators, backup generators, roof replacements, major remodeling, painting and wall coverings, flooring replacement, furniture replacement, technology upgrades associated with the replacements, sustainability associated with replacements and major remodels.
 - d. Utility & Other – Includes such projects as pump station rehabilitation, design standards for water projects, parking lot repairs at city facilities, citywide projects related to ADA compliance and select land acquisitions.
2. As a general guide, routine annual maintenance and basic upkeep will not qualify as Capital Maintenance Fund expenditures and would be financed through operating budgets. These include both planned and unplanned projects or expenditures of less than \$5,000. Examples include the replacement of irrigation heads, repair of traffic buttons at an individual location, or repair of an evaporator coil in an HVAC system.
3. Capital Maintenance projects include both planned and one-time unplanned projects of \$5,000 or more. Planned expenditures are regular, recurring, scheduled maintenance, repairs or replacements that occur less frequently than an annual basis (i.e. every 2-10 years).

Projects include work across a larger system and/or physical area, including services and/or commodities that are bundled into a single project. The work is typically contracted, as it exceeds the scope and time commitments of City staff capacity. Examples include the renovation of an

entire irrigation system, replacement of all traffic buttons in a designated zone, or replacement of HVAC units.

4. Major renovations, restorations or repairs of sufficient scope and asset life should be considered as candidates to be financed through future bond programs. Examples include the renovation of an entire park, including the irrigation system, repair of an entire section of an arterial roadway, including traffic buttons, or renovation of entire facility, including replacement of the HVAC system.
5. Capital Maintenance projects should be clearly defined and include a project timeline. Projects should be prioritized by departments using the following guidelines:
 - a. Safety and security
 - b. High maintenance costs
 - c. Excessive down time
 - d. Difficulty or inability to maintain or obtain repair parts or materials
 - e. Energy inefficiencies
 - f. Space limitations and overcrowding
 - g. Technological innovations
 - h. Aesthetics and general appearance
 - i. Sustainability
6. The Capital Maintenance Fund may be used to supplement CIP projects for existing facilities and amenities by providing project funding when the original amount put forward in a bond program is no longer sufficient to execute the project's desired scope.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025
DEPARTMENT: Budget
DIRECTOR: Karen Rhodes-Whitley, Director of Budget and Research
AGENDA ITEM: To approve a policy to establish a cost recovery framework.
RECOMMENDED ACTION: Approval of Policy/Plan

ITEM SUMMARY

To approve a policy to establish a cost recovery framework to recoup the appropriate level of costs associated with providing programs and services; and providing an effective date. **Approved**

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Establishing a Cost Recovery Policy will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Cost Recovery Policy	2/25/2025	Attachment

Financial Policies: Cost Recovery Policy

I. Purpose

The Cost Recovery Policy (“Policy”) is a framework established to recoup the appropriate level of costs associated with providing programs and services. A sound and consistent policy serves as a management tool for establishing, implementing, and evaluating various fees and revenue options.

The Policy is designed to provide staff with consistent guidelines in pricing services, use of facilities, and establishing fees based on the balance of benefit extended to the community at-large and individual users.

It is the intent of the Policy to provide City Council with guidelines upon which to review and approve fees and cost recovery targets and to provide an appropriate level of flexibility to make decisions consistent with the City’s vision, values and desire for fiscal responsibility.

Cost recovery represents the City’s strategy to generate revenue by charging fees for some programs and services to offset the costs of providing those services. The cost recovery targets are based on various factors and establish a range from 0 to 100+ percent of total costs. Cost recovery should be applied thoughtfully, considering factors like cost effectiveness, policy consistency, and market impact.

II. Administration & Implementation

The Budget and Research Department is responsible for administering this Policy. Each department providing services is responsible for implementing the cost recovery policy.

III. Guiding Principles

A. The guiding principles for the creation of an effective cost recovery policy are as follows:

1. Effective and appropriate funding strategies from the General Fund, user fees, and other revenue sources should be based on categories of service and level of community versus individual benefit.
2. Impact on accessibility, fairness, and affordability should be considered when establishing fees.

B. Desired outcomes are:

1. Improved efficiency in recovery of costs associated with provision of programs, services, and facilities.
2. Balance appropriate cost recovery targets for programs, services and facilities with the desire to maintain an affordable property tax rate.
3. Reduce reliance on property taxes by substituting with fee revenue.
4. Financial sustainability by achieving established cost recovery targets.

IV. Definitions

- A. Benefit is the degree to which services impact the public (individual and community), or in other words, the results or outcomes of services.
 - 1. Community Benefit provides economic, environmental, social value; maintains or improves quality of life for the taxpaying community.
 - 2. Individual Benefit provides benefits exclusively to the user or users of the service, including, but not limited to, skill-building, entertainment, exclusive use, relationship building or financial gain.
- B. Best Practices are professional procedures that have been deemed as being correct or most effective by the respective profession/industry.
- C. Cost Recovery Model is a framework with a philosophical underpinning that guides the City's pricing for programs and services.
- D. Cost Recovery Rate is the performance metric for cost recovery, expressed as a percentage (revenue divided by expense).
- E. Cost Recovery Target is a goal set for the performance metric, such as percentage of cost recovery.
- F. Direct Cost includes all the specific, identifiable expenses (fixed and variable) associated with providing a service, program or facility. These expenses would not exist without the program or service and often increase exponentially.
- G. Indirect Cost encompasses overhead (fixed and variable) including the administrative costs of the agency. These costs would exist without any of the specific programs or facilities.
- H. Special Populations means groups of people with unique needs to which the City may target services. Examples include seniors, families, people with disabilities, and the economically disadvantaged.
- I. Tier refers to levels that provide the framework for the cost recovery model that function to define categories of activities by outcomes or benefits and target markets.
- J. Total Cost includes all costs associated with provision of services including direct and indirect costs, and consideration for the inclusion of market-based fee assessments for individual benefit or special services.
- K. User may include, but is not limited to, an individual or group of individuals, organization, business, corporation or other entity which receives an individual benefit from City services.

V. Cost Recovery Model

- A. Cost recovery, including fees, charges, and other methods to recover costs, is considered a responsible and necessary means to supplement tax revenue and provide a higher level of services that benefit the community. This policy establishes the methodologies for establishing fees and charges based on these goals, market conditions, benchmarking, demand, cost recovery targets, and industry trends.

B. Tier of Service and Cost Recovery Targets

1. Primary Community Benefit

This type of benefit provides the broadest public and community benefit to the City and should be primarily funded by the City's General Fund. These include programs, services, and facilities that the City must provide to effectively govern and operate. These services are essential and provide the fundamental components of the City's health, safety and economic and community vitality.

a. Cost Recovery Target:

- i. Benefits: Community / Public
- ii. Cost Recovery: 0%-10%
- iii. Basis: Best Practices and Trends

2. Considerable Community Benefit

This type of benefit provides programs, services, and facilities that primarily provide a community benefit combined with some individual benefit. The public at-large benefits even if they may not be the direct users of the service because it enhances the overall quality of life of the community. This level provides an important public benefit and range of benefits to a user. Funding for this level is primarily by tax funds with a small offset of fees to reflect the individual benefit.

a. Cost Recovery Target:

- i. Benefits: Primarily Community & Limited Individual User
- ii. Cost Recovery: 11%-40%
- iii. Basis: Best Practices, Market Comparison, Direct Costs

3. Balanced Community & Individual Benefit

This type of benefit provides programs, services, and facilities that provide a balanced community and individual user benefit. Fees are set to recover a larger percentage of cost than those falling within lower tiers and are offset by a balanced contribution from City funds.

a. Cost Recovery Target:

- i. Benefits: Balanced User & Community
- ii. Cost Recovery: 41%-60%
- iii. Basis: Market Comparison, Direct Costs

4. Considerable Individual Benefit

This type of benefit consists of discretionary programs, services, and facilities that the City may provide when additional funding or revenue exists to offset the cost of providing those services. Such services offer an important public benefit, but primarily benefit a user and should reflect a balanced funding strategy that requires a large portion of the cost be recovered through fees.

a. Cost Recovery Target:

- i. Benefits: Primarily User & Some Community
- ii. Cost Recovery: 61%-90%

iii. Basis: Market Comparison, Direct & Indirect Costs

5. Primary Individual Benefit

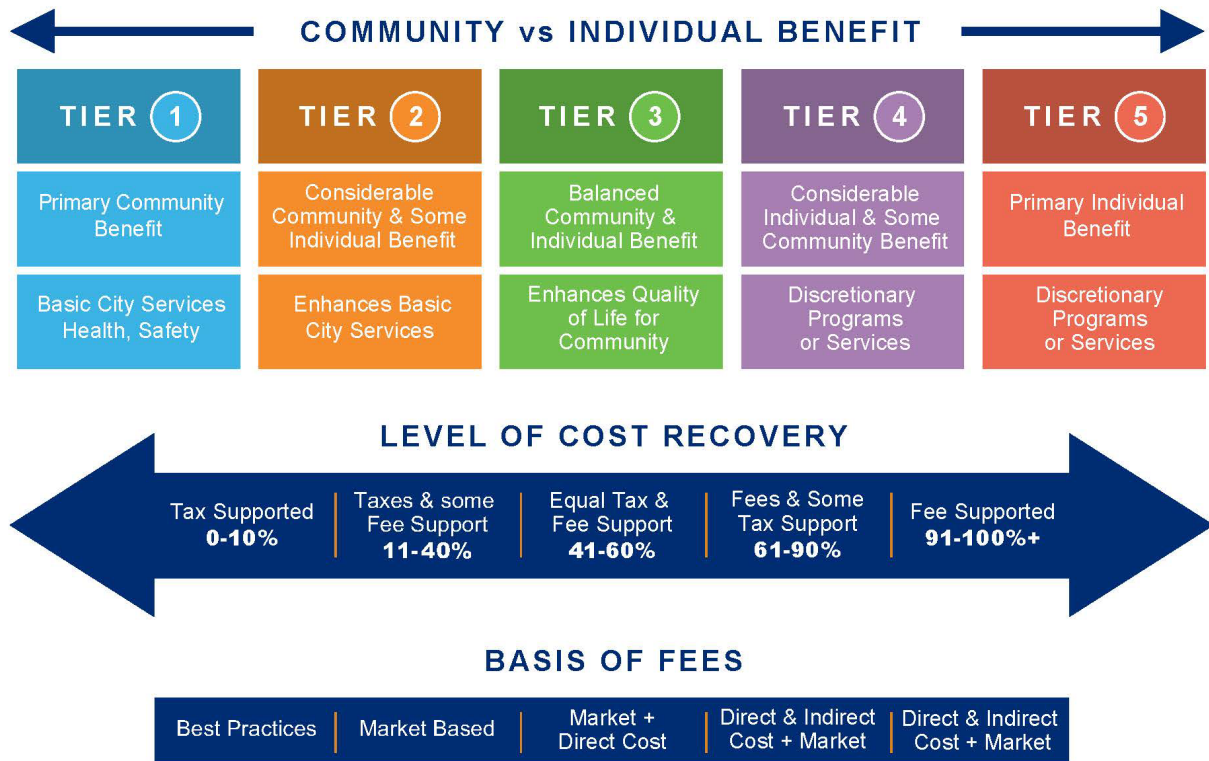
This type of benefit primarily provides a benefit to the program or service user. Consequently, the City should fully recover the cost of providing these programs and services through fees. These programs and services provide added value to the user above and beyond what is required or expected of a municipality. Pricing for these programs, services or facility use should be established based on a consideration of cost to the City and market rate for comparable programs, services or facility use. Some of these fees may be set above 100% cost recovery if based on market rates.

a. Cost Recovery Target:

- i. Benefits: User
- ii. Cost Recovery: 91%-100% +
- iii. Basis: Market Comparison, Direct & Indirect Costs

Cost Recovery Model

A Cost Recovery Policy establishes a framework to recoup associated program and service costs



VI. Cost Recovery Principles

A. The setting of the fee levels should follow these five principles:

1. Efficiency: the fees are simple and are not cumbersome to administer;

2. Effectiveness: the fees provide value for users and adequately capture the appropriate level of cost recovery;
3. Purpose & Clarity: users are clear about when and how fees apply;
4. Equity: the fees are fairly applied across a range of users; and
5. Ethics: the fees are clearly linked to the service provided and are not excessive.

VII. Reviewing & Establishing Fees

- A. It is important to review and adjust fees as necessary to ensure they remain aligned with service delivery goals, cost recovery targets, market conditions, and industry trends.
- B. Once a fee is assigned to the cost recovery target and approved by Council, only in special circumstances should fees be allowed to move to a lower cost recovery target.
- C. Annual Fee Review recommendations will be completed by departments by January 1 each year to incorporate into the future fiscal year as part of the budget process.
- D. Fee adjustments may be considered outside of the budget process for significant changes in service delivery or other factors such as legislative changes.
- E. A comprehensive cost and fee analysis should occur at least every three years for Enterprise Funds and every four years for all other funds, including the General Fund. Calculation of cost of services may include:
 1. Direct costs
 2. Indirect costs
 3. General Overhead (citywide vs. department/direct service)
 4. Market based value - define when market is used and what the market includes
 - a. Organizational approach
 - b. Public sector / private sector (competition factor)
 5. Other Considerations
 - a. Resident versus Non-resident
 - b. Mandated services
 - c. Special Populations
 - d. Life-Safety services or training
 - e. Specialized services
 - i. Life-safety classes (e.g. swim, AED, CPR)
 - ii. public health or economic benefit

iii. Drives desired resident behavior (e.g. environmental)

- F. The cost recovery goal for non-residents should be at or above 100% of the service delivery cost, subject to administrative feasibility.
- G. Funds collected for retail sales and/or concessions are not considered fees for the purpose of the cost recovery policy; however, cost recovery targets should be set at Tier 5 for these funding sources.
- H. Fees and charges for City services which frequently fluctuate based on contract terms, availability of service or other factors (e.g. recreation classes, field trips, equipment rental, etc.) may be approved by the department director based on an established cost recovery target approved by council via resolution.
- I. Fees and charges for various city services will be established by Resolution unless state law requires adoption by ordinance.

VIII. Monitoring & Reporting

- A. Annually, the Office of Budget and Research will provide to City leadership a detailed analysis of the full costs and revenues measured against cost recovery targets or benchmarks as it relates to the cost of services to assess operational efficiency within each cost center.
- B. Each department is responsible for providing cost recovery performance and reporting to Budget and Research department for a consolidated report to City leadership.
- C. Once cost of service and recovery targets are established, fees should be indexed to inflation (Consumer Price Index and/or Municipal Cost Index) annually unless the City Council directs otherwise based on a finding of special circumstances.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025
DEPARTMENT: Gov Relations
DIRECTOR: Andrew Fortune, Director of Policy & Government Relations
AGENDA ITEM: Authorize continued participation and membership with the Atmos Cities Steering Committee
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To authorize continued participation and membership with the Atmos Cities Steering Committee; authorizing the payment of five cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation, Mid-Tex Division; and providing an effective date. **Adopted Resolution No. 2025-3-1(R)**

PREVIOUS ACTION/PRESENTATION

In 2024, the City of Plano membership assessment for participation in the Atmos Cities Steering Committee was at five cents (\$0.05) per capita.

BACKGROUND

On December 12, 2024, the Atmos Cities Steering Committee ("ACSC") held a quarterly meeting with representatives from Atmos Energy. During the meeting, the group held a discussion on upcoming gas issues and approved the assessment for ACSC membership. Using the population-based assessment protocol previously adopted by ACSC, the assessment for 2025 is a per capita fee of \$0.05. This is the same amount adopted since 2019. The total amount for the City of Plano's ACSC membership dues comes to \$14,565.

ACSC is the largest coalition of cities served by Atmos Mid-Tex, and currently, there are 186 ACSC member cities. Working as a coalition to review rate charges by Atmos Energy allows cities to accomplish more collectively than each city could do acting alone. ACSC protects the authority of municipalities over the monopoly natural gas provider, and defends the interests of residential and small commercial customers within the cities. Cities are the only consumer advocates that work to keep natural gas rates reasonable. The City of Plano's work with the ACSC has saved customers millions of dollars in unreasonable charges. ACSC continues to be an effective voice at the Railroad Commission, the Legislature, and in the courts.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is included in the approved FY 2024-25 budget. This item, in the amount of \$14,565, authorizes the continuation of the City's membership with Atmos Cities Steering Committee (ACSC) and the payment of the City's annual assessment for continued membership.

Continuation of the City's membership with the Atmos Cities Steering Committee relates to the Strategic Plan Critical Success Factors of Residential and Commercial Economic Vitality and Excellent, Innovative,

and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/11/2025	Resolution

A Resolution of the City of Plano, Texas authorizing continued participation and membership with the Atmos Cities Steering Committee; authorizing the payment of five cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation, Mid-Tex Division; and providing an effective date.

WHEREAS, the City of Plano (City) is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs.

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

Section I. The City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Plano, and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

Section II. The City is further authorized to pay its 2025 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

Section III. A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee, c/o City of Arlington*” shall be sent to: Brandi Stigler, Atmos Cities Steering Committee, Mail Stop 63-0300, PO Box 90231, Arlington, Texas 76004.

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

PASSED AND APPROVED on the 4th day of March, 2025.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025
DEPARTMENT: Gov Relations
DIRECTOR: Andrew Fortune, Director of Policy & Government Relations
AGENDA ITEM: Authorize continued participation and membership with the Steering Committee of Cities Served by Oncor
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To authorize continued participation and membership with the Steering Committee of Cities Served by Oncor; authorizing the payment of eleven cents (\$0.11) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date. **Adopted Resolution No. 2025-3-2(R)**

PREVIOUS ACTION/PRESENTATION

In 2024, the City of Plano membership assessment for participation in the Steering Committee of Cities Served by Oncor was at ten cents (\$0.10) per capita.

BACKGROUND

On December 12, 2024, the Steering Committee of Cities Served by Oncor (OCSC) approved the 2025 assessment for Steering Committee membership. Based upon the population-based assessment protocol adopted by the Steering Committee, the assessment for 2025 is a per capita fee of \$0.11 based upon the population figures for each City shown in the latest TML Directory of City Officials. This is a \$0.01 increase from the previous year, and the increase is due to the 2025 legislative session, additional rate case reviews, and the expansion of ERCOT which as a result increased the OCSC budget. The total amount for the City of Plano's 2025 Steering Committee membership dues comes to \$32,042.

The Steering Committee, which currently has 169 member cities, is the most active consumer group advocating the interests of cities and residential and commercial customers within the cities to keep electric transmission and distribution (i.e. wires) rates reasonable. Steering Committee activities protect the authority of municipalities over the regulated wires service and rates charged by Oncor Electric Delivery Company, LLC.

The City of Plano's work with the Steering Committee has saved customers millions of dollars in unreasonable charges. The Steering Committee continues to be an effective voice before the Public Utility Commission of Texas ("PUC"), the Electric Reliability Council of Texas ("ERCOT"), the Legislature, and in the courts. The membership assessment is deposited into an account which funds Steering Committee activities. Currently, the Steering Committee is involved in numerous rulemakings and projects at the PUC. The Steering Committee expects to participate in Oncor's Rate Cases and Energy Efficiency Cost Recovery Factor ("EECRF") proceedings later this year.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is included in the approved FY 2024-25 budget. This item, in the amount of \$32,042, authorizes the continuation of the City's membership with the Steering Committee of Cities Served by

Oncor and the payment of the City's annual assessment for continued membership.

Continuation of the City's membership with the Steering Committee of Cities Served by Oncor relates to the Strategic Plan Critical Success Factors of Residential and Commercial Economic Vitality and Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/11/2025	Resolution

A Resolution of the City of Plano, Texas authorizing continued participation and membership with the Steering Committee of Cities Served by Oncor; authorizing the payment of eleven cents (\$0.11) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date.

WHEREAS, the City of Plano (City) is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the City; and

WHEREAS, the Steering Committee of Cities Served by Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2024 meeting set a budget for 2025 that compels an assessment of eleven cents (\$0.11) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

Section I. The City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Plano and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

Section II. The City is further authorized to pay its 2025 assessment to the Steering Committee of eleven cents (\$0.11) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

Section III. A copy of this Resolution and the assessment payment check made payable to "*Steering Committee of Cities Served by Oncor, c/o City of Arlington*" shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, Mail Stop 63-0300, PO Box 90231, Arlington, Texas 76004.

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

PASSED AND APPROVED on the 4th day of March, 2025.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/4/2025

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
