



CITY COUNCIL

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

DATE: March 24, 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: Dr. Craig Curry - First Baptist Church Plano

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Girl Scout Troops 5894 and 6584

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: March is Theatre in Our Schools Month, and we recognize the value of theatre education. **Presented**

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

OATHS OF OFFICE

Parks and Recreation Planning Board

Katherine Fitch

CERTIFICATES OF APPRECIATION

DART Board of Directors

Paul N. Wageman

Presented

COMMENTS OF PUBLIC INTEREST

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

CONSENT AGENDA

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

Approval of Minutes

- (a) February 24, 2025 Work Session
February 24, 2025
March 4, 2025
March 14, 2025 Special Session
Approved

Approval of Expenditures

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

- (b) RFP No. 2025-0016-BR for a five (5) year subscription, and three (3) year hardware/software maintenance support and manage services for 9-1-1 CPE-CHE Refresh for Public Safety Communications to AT&T, Inc. in the estimated amount of \$1,806,667; and authorizing the City Manager to execute all necessary documents. **Approved**

- (c) RFB No. 2025-0168-B for Median Renovation - Parkwood Boulevard, Project No. PKR-P-00043, for the Parks and Recreation Department to Central North Construction, LLC in the amount of \$347,953; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2025-0117-B for High Point Park North Restroom Building Replacement, Project No. PKR-P-7506, for the Parks and Recreation Department to RoeschCo Construction, LLC in the amount of \$2,004,115; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (e) To approve the purchase of office supplies and related products for the City, for a contract with a term ending February 3, 2029, in the estimated annual amount of \$175,000 from Staples, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 070924-SCC) **Approved**
- (f) To approve the purchase of Building No. 016 Fire Station No. 2 Concrete Replacement, Project No. FAC-F-00118, for the Engineering Department – Facilities Division in the amount of \$232,713 from RS Commercial Construction, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (Equalis Group, Job Order Contract No. R10-1166C) **Approved**
- (g) To approve the purchase of Monday.com licenses for a one (1) year agreement for Technology Solutions in the amount of \$156,864 from STONS, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (GSA Contract No. GS-35F-153GA) **Approved**

Approval of Change Order

- (h) To approve an increase to the current awarded contract amount of \$6,581,735 by \$171,493, for a total amount of \$6,753,228, for Water Rehab - River Bend Phase 1, Project No. 7466, from DDM Construction Corporation for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2024-0411-B; Change Order No. 1) **Approved**
- (i) To approve a decrease to the current awarded contract amount of \$3,012,243 by \$192,473, for a total contract amount of \$2,819,770, for Intersection Improvements Parker Road Corridor at Coit Road and Alma Drive, Project No. 5926.1, from Jim Bowman Construction Company, L.P. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2023-0263-B; Change Order No. 3) **Approved**

Approval of Expenditure

- (j) To approve an expenditure for engineering professional services for Mendomi Park Improvements, Project No. ENG-S-00020, in the amount of \$204,600 from Teague Nall and Perkins, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (k) To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Simpson Strong-Tie Company, Inc., a California corporation (“Company”), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. **Approved**

Adoption of Resolutions

- (l) To approve Amendment No. 4 extending the obligation deadline to the contract with the Texas Commission on State Emergency Communications in a total contract amount not to exceed \$2,121,341.74 from the Coronavirus State and Local Fiscal Recovery Funds (“CSFRF”) in the Next Generation 9-1-1 Fund (“NG9-1-1 Fund”) for the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs; designating the City Manager as the authorized representative of the City for the purpose of executing Amendment No. 4 consistent with this resolution, acting in connection with the contract, and providing required information; authorizing the City Manager to execute all necessary documents; and providing an effective date. **Adopted Resolution No. 2025-3-5(R)**

Adoption of Ordinances

- (m) To amend Ordinance No. 2020-10-2 codified as Section 8-3, City Ambulance Service, of Article I, Chapter 8, Fire Prevention and Protection, of the Code of Ordinances of the City of Plano to adopt increased user fees for City Ambulance Services; and providing a repealer clause, a severability clause, a savings clause, and an effective date. **Adopted Ordinance No. 2025-3-6**
- (n) To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, the City of Carrollton, and the Town of Hebron, Texas; authorizing the City Manager to execute the Agreement on behalf of the City of Plano; and providing an effective date. **Adopted Ordinance No. 2025-3-7**
- (o) To amend Section 12-102 (e), Prohibited on certain streets on school days during certain hours, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to establish no parking zones along Marsalis Lane and Mosswood Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2025-3-8**

ITEMS FOR INDIVIDUAL CONSIDERATION:

Public Hearing Items:

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

Non-Public Hearing Items:

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

- (1) Public Hearing and consideration of Appeals of the Planning & Zoning Commission's denials of Zoning Case 2024-023 and Preliminary Site Plan 2024-036. Request to rezone 6.6 acres located on the west side of K Avenue, 2,240 feet south of Spring Creek Parkway from Corridor Commercial to Single-Family Residence Attached. 49 Single-Family Residence Attached lots on 6 acres located on the west side of K Avenue, 2,240 feet south of Spring Creek Parkway. Petitioner: Shahid Rasul. (The petitioner is requesting to table the appeals to the April 28, 2025, meeting.) **Conducted and item tabled to the April 28, 2025, meeting.**
- (2) Public Hearing and consideration of an Ordinance as requested in Zoning Case 2025-001 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 81 for Trade School on 0.1 acre of land located on the south side of Dexter Drive, 710 feet east of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-194-General Office, directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an oeffective date. Petitioner: Lokre Enterprise, Inc. **Conducted and adopted Ordinance No. 2025-3-9.**
- (3) Consideration of an Ordinance to transfer the sum of \$1,200,000 from the Convention & Tourism Fund balance to the Capital Maintenance Fund for fiscal year 2024-25 to replace two (2) generators at the Plano Event Center, amending the Budget of the City adopted by Ordinance No. 2024-9-5, specifically Section 1, Item "J", to reflect the actions taken herein; declaring this action to be in the public interest; and providing an effective date. **Ordinance No. 2025-3-10.**
- (4) FY 2024-25 Status Report and 5-Year Financial Summary **Presented**

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: 3/24/2025

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: 3/24/2025
DEPARTMENT: Proclamations
DIRECTOR: Andrew Fortune, Director of Policy & Government Relations
AGENDA ITEM: March is Theatre in Our Schools Month
RECOMMENDED ACTION: Proclamations and Special Recognition

ITEM SUMMARY

Proclamation: March is Theatre in Our Schools Month, and we recognize the value of theatre education.
Presented



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: Proclamations
DIRECTOR: Andrew Fortune, Director of Policy & Government Relations
AGENDA ITEM: April is National Volunteer Month
RECOMMENDED ACTION: Proclamations and Special Recognition

ITEM SUMMARY

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Oath - Katherine Fitch (Parks and Recreation Planning Board)
RECOMMENDED ACTION: Oaths of Office

ITEM SUMMARY

Parks and Recreation Planning Board

Katherine Fitch



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Certificate of Appreciation - Paul N. Wageman (DART)
RECOMMENDED ACTION: Certificates of Appreciation

ITEM SUMMARY

DART Board of Directors

Paul N. Wageman

Presented



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Approval of Minutes
RECOMMENDED ACTION: Approval of Minutes

ITEM SUMMARY

February 24, 2025 Work Session

February 24, 2025

March 4, 2025

March 14, 2025 Special Session

Approved

ATTACHMENTS:

Description	Upload Date	Type
2-24-25 Work Session Minutes	3/6/2025	Minutes
2-24-25 Combined Minutes	3/6/2025	Minutes
3-4-25 Preliminary Open Meeting Minutes	3/6/2025	Minutes
3-4-25 Regular Meeting Minutes	3/6/2025	Minutes
3-14-25 Special Session	3/17/2025	Minutes

PLANO CITY COUNCIL WORK SESSION
February 24, 2025

COUNCIL MEMBERS PRESENT

John B. Muns, Mayor
Maria Tu, Mayor Pro Tem
Julie Holmer, Deputy Mayor Pro Tem
Anthony Ricciardelli – arrived at 5:02 p.m.
Rick Horne
Kayci Prince
Shelby Williams
Rick Smith – via Zoom, arrived at 5:07 p.m.

STAFF PRESENT

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

Mayor Muns called the Work Session to order at 5:01 p.m., Monday, February 24, 2025, in Training Room A of the Plano Municipal Center, 1520 K Avenue, Plano, Texas. A quorum was present.

Fiscal Roadmap Presentation and Discussion

Staff presented information regarding the Fiscal Roadmap project including fund balances and cost recovery policy. Councilmember Ricciardelli provided proposed changes to the cost recovery policy. The policies will be presented at a regular council meeting for consideration by council.

Nothing further was discussed. Mayor Muns adjourned the meeting at 5:35 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING AND REGULAR SESSION
February 24, 2025**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor Muns called the meeting to order at 6:00 p.m., Monday, February 24, 2025, in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue and via videoconference. A quorum was present. Mayor Muns stated the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to discuss Security matters, Section 551.089; consult with an attorney to receive Legal Advice, Section 551.071; and discuss Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required. The Council convened into Executive Session at 6:01 p.m.

Mayor Muns convened the meeting into the Regular Session on Monday, February 24, 2025, at 7:00 p.m. in the the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue and via videoconference. A quorum was present. Councilmember Smith did not return to the meeting.

Invocation and Pledge

Pastor Ashish Mathew with Commission Church led the invocation and Junior Girl Scout Troop 2171 with Dooley and Hickey Elementary Schools led the Pledge of Allegiance and Texas Pledge.

The Council reconvened into Executive Session at 7:03 p.m. to discuss Economic Development, Section 551.087. The Council reconvened into open session at 7:28 p.m.

Preliminary Open Meeting Items

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

- **Personnel – Parks and Recreation Planning Board – Interim Member and Chair**

Upon a motion made by Councilmember Horne and seconded by Deputy Mayor Pro Tem Holmer, the Council voted 7-0 to appoint Katherine Fitch as an interim member and Patricia Johnson as chair.

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

Mayor Muns adjourned the Preliminary Open Meeting and reconvened the Regular Meeting at 7:30 p.m.

Consent Agenda

MOTION: Upon a motion made by Mayor Pro Tem Tu and seconded by Councilmember Ricciardelli, the Council voted 7-0 to approve all items on the Consent Agenda, as follows:

Approval of Minutes

February 10, 2025
(Consent Agenda Item “A”)

Approval of Expenditures

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

RFB No. 2025-0091-B for Arterial Overlay - 2025, Project No. PW-S-00022, for the Public Works Department to Jagoe-Public Company in the amount of \$6,370,479; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFP No. 2024-0331-BR for the City of Plano UCAAS and CCAAS to include the purchase of seven hundred and five (705) phones, phone number management software with three (3) years support, call recording software with three (3) years of licensing and support, and Microsoft Teams installation services from Cloud Revolution, LLC in an estimated amount of \$1,115,325 and the purchase of TalkDesk Contact Center installation services along with three (3) years of support and licensing from TalkDesk, Inc. in an estimated amount of \$1,003,496, for a combined total amount of \$2,118,821; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Purchase from an Existing Contract

To approve the purchase of Five (5) Toyota Camry Hybrids for Fleet Services in the amount of \$151,403 from Silsbee Toyota through an existing contract; and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 240901) (Consent Agenda Item “D”)

To approve the purchase of one (1) Refuse Chassis in the amount of \$182,536 from Bond Equipment Company, Inc. and one (1) Truck Body from Reliance Truck & Equipment in the amount of \$134,724, for the total amount of \$317,260, for Fleet Services to be used by Environmental Waste Services through existing contracts; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 723-23 and BuyBoard Contract No. 686-22) (Consent Agenda Item “E”)

Approval of Contract / Agreement

To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Atlantic Aviation FBO, Inc., a Delaware corporation ("Company"), providing an economic development grant to the Company; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Adoption of Resolutions

Resolution No. 2025-2-4(R): To approve the hiring of Jill McFarland as Assistant City Attorney III by the City Attorney; and providing an effective date. (Consent Agenda Item “G”)

Adoption of Ordinances

Ordinance No. 2025-2-5: To provide certain Heritage Resources within the City of Plano ad valorem tax relief as allowed by the Heritage Tax Exemption Ordinance to provide for reinvestment into maintenance and long-term preservation of historic structures, providing a severability clause, and an effective date. (Consent Agenda Item “H”)

End of Consent

Public Hearing and adoption of Ordinance No. 2025-2-6 as requested in Zoning Case 2024-020 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-71-Regional Commercial to include development standards for single-family residences and modify standards for phasing, open space, and other related standards on 89.1 acres of land located on the west side of the Dallas North Tollway, 305 feet north of Park Boulevard and within the Dallas North Tollway Overlay District with Specific Use Permit No. 570 for Automobile Leasing/Renting, in the City of Plano, Collin County, Texas; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioners: Centennial Waterfall Willow Bend, LLC, The Neiman Marcus Group, LLC, Macy’s Retail Holdings, LLC, and Dillard’s, Inc. (Regular Item “1”)

Public Hearing and adoption of Ordinance No. 2025-2-6 (Cont'd.)

Mayor Muns opened the public hearing. Bill Dahlstrom with Jackson Walker, representing the applicant and Steven Levin, Founder/CEO and Michael Platt, EVP Mixed-Use Development with Centennial Real Estate Management, the applicant, spoke to the project. Rhett Broussard, representing residents of Willow Bend Polo Estates, spoke to drainage concerns and requested a watershed study to determine the impact of the development on their community. Meryl Evans, Stephanie Manning, Dr. Sara Johnson, Paul Evans, Alejandro Erives, and Darrell Rodenbaugh spoke to the need to support North Texas Performing Arts by continuing to provide a space in the Willow Bend Mall redevelopment. Bill Lisle spoke to the need to follow zoning regulations. Mayor Muns closed the public hearing. Councilmember Prince was briefly away from the dais during the public hearing.

MOTION: Upon a motion made by Mayor Pro Tem Tu and seconded by Councilmember Horne, the Council voted 6-0-1, with Councilmember Williams abstaining, amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-71-Regional Commercial to include development standards for single-family residences and modify standards for phasing, open space, and other related standards on 89.1 acres of land located on the west side of the Dallas North Tollway, 305 feet north of Park Boulevard and within the Dallas North Tollway Overlay District with Specific Use Permit No. 570 for Automobile Leasing/Renting, in the City of Plano, Collin County, Texas; directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2024-020; and further to adopt Ordinance No. 2025-2-6.

Public Hearing and adoption of Resolution No. 2025-2-7(R) to authorize a Substantial Amendment to the 2023-2024 Action Plan for the use of U.S. Department of Housing and Urban Development Community Development Block Grant and HOME Investment Partnerships Program funds; and providing an effective date. (Regular Item “2”)

Mayor Muns opened the public hearing. No one spoke. Mayor Muns closed the public hearing.

MOTION: Upon a motion made by Mayor Pro Tem Tu and seconded by Councilmember Ricciardelli, the Council voted 7-0 to authorize a Substantial Amendment to the 2023-2024 Action Plan for the use of U.S. Department of Housing and Urban Development Community Development Block Grant and HOME Investment Partnerships Program funds; and providing an effective date; and further to adopt Resolution No. 2025-2-7(R).

Discussion and direction re: 2025 Bond Referendum Educational Materials (Regular Item “3”)

Council expressed concurrence to move forward with the educational materials as discussed including clarifying wording to include figures provided are for a single year, the maturity life is projected to be 20 years at issuance and we project to issue all the debt over 4-5 years.

Deputy Mayor Pro Tem Holmer stepped away from the dais at 8:51 p.m. and returned at 8:53 p.m.

Comments of Public Interest

Bill Lisle spoke to the current Zoom requirement for comments of public interest and zoning compliance.

Daniel Rodriguez with Dallas Area Transit Alliance spoke to the impact of removing bus routes and citywide GoLink.

Nathaniel Adam spoke to the impact of removing bus routes and citywide GoLink.

Connor Hulla spoke to continuation of bus routes and implementing citywide Golink.

With no further discussion, the Regular City Council Meeting adjourned at 9:09 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
March 4, 2025**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor Muns called the meeting to order at 5:00 p.m., Tuesday, March 4, 2025, in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue and via videoconference. A quorum was present. Mayor Muns stated the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon’s Texas Codes Annotated in order to consult with an attorney to receive Legal Advice, Section 551.071; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required. The Council convened into Executive Session at 5:01 p.m.

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

- **Consideration and action resulting from Executive Session discussion**
- **Discussion and direction re: Request for Extension of Line of Duty Leave - Firefighter Brian Shelton**

Upon a motion made by Councilmember Prince and seconded by Mayor Muns, the Council voted 7-0 to extend the line of duty leave for an additional year.

Councilmember Ricciardelli joined the meeting via Zoom at 5:44 p.m.

- **Comprehensive Monthly Financial Report – December 2024**
- **Sales Tax Sourcing Discussion**

The council expressed concurrence to add two additional economic development incentive tools that may be used for future projects.

- **Discussion and Review of the 2025-2029 Five Year Consolidated Plan Proposed Priority Goals**

Councilmember Prince stepped away from the dais at 6:04 p.m. and returned at 6:07 p.m.

- **Discussion and direction re: Comments of Public Interest**

Council expressed concurrence to hear Comments of Public Interest in person or via Zoom at the beginning of the regular council meeting.

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

With no further discussion, the Preliminary Open Meeting adjourned at 6:46 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

**PLANO CITY COUNCIL
REGULAR SESSION
March 4, 2025**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor Muns convened the Council into the Regular Session on Tuesday, March 4, 2025, at 7:00 p.m. in the the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue and via videoconference. A quorum was present.

Invocation and Pledge

Pastor Tracy Ebarb with First Presbyterian Church led the invocation and Cub Scout Pack 1220 with Hedgcoxe Elementary led the Pledge of Allegiance and Texas Pledge.

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.

Consent Agenda

MOTION: Upon a motion made by Councilmember Williams and seconded by Mayor Pro Tem Tu, the Council voted 8-0 to approve all items on the Consent Agenda, as follows:

Approval of Expenditures

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. (Consent Agenda Item “A”)

Purchase from an Existing Contract

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) (Consent Agenda Item “B”)

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

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. (Consent Agenda Item “C”)

Approval of Contract Modification

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) (Consent Agenda Item “D”)

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) (Consent Agenda Item “E”)

Approval of Change Order

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) (Consent Agenda Item “F”)

Approval of Expenditure

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. (Consent Agenda Item “G”)

Approval of Contract / Agreement

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. (Consent Agenda Item “H”)

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-I) (Consent Agenda Item “I”)

Approval of Policy/Plan

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. (Consent Agenda Item “J”)

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. (Consent Agenda Item “K”)

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. (Consent Agenda Item “L”)

Adoption of Resolutions

Resolution No. 2025-3-1(R): 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. (Consent Agenda Item “M”)

Resolution No. 2025-3-2(R): 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. (Consent Agenda Item “N”)

Comments of Public Interest

No one requested to speak.

With no further discussion, the Regular City Council Meeting adjourned at 7:07 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

PLANO CITY COUNCIL SPECIAL SESSION
March 14, 2025

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor Muns called the Special Session to order at 4:00 p.m., Friday, March 14, 2025, in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue and via videoconference. A quorum was present.

Items for Individual Consideration

Acceptance of the resignation of a Council Member and adoption of Ordinance No. 2025-3-3 to call a Special Election to Fill a Vacancy to be held May 3, 2025 for the purpose of electing one (1) Member of Council, Place No. 5, to fill an unexpired term until the May 2027 election and, if needed, any subsequent runoff election; designating polling locations for such Special Election; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date. (Item “1”)

John Stafford spoke to the cost savings of holding the election on May 3, 2025, and options for the length of filing period.

MOTION: Upon a motion made by Councilmember Horne and seconded by Councilmember Prince, the Council voted 8-0 to accept the resignation of a Council Member and adopt an Ordinance to call a Special Election to Fill a Vacancy to be held May 3, 2025 for the purpose of electing one (1) Member of Council, Place No. 5, to fill an unexpired term until the May 2027 election and, if needed, any subsequent runoff election; designating polling locations for such Special Election; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date; and further to adopt Ordinance No. 2025-3-3.

Resolution No. 2025-3-4(R): To appoint an interim board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code; and providing an effective date. (Item “2”)

MOTION: Upon a motion made by Councilmember Williams and seconded by Councilmember Smith, the Council voted 8-0 to appoint Councilmember Ricciardelli as an interim board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code; and providing an effective date; and further to adopt Resolution No. 2025-3-4(R).

Mayor Muns stated the Council would retire into Executive Session, in the Closed Session Room, in compliance with Chapter 551, Government Code, Vernon’s Texas Codes Annotated in order to discuss Personnel matters, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required. The Council convened into Executive Session at 4:12 p.m.

Mayor Muns reconvened the meeting back into the Special Session at 4:55 p.m.

Nothing further was discussed. Mayor Muns adjourned the meeting at 4:56 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: PSC
DIRECTOR: Susan Carr, Director of Public Safety Communications
AGENDA ITEM: Refresh the 9-1-1 call processing (CPE) and call handling equipment (CHE)
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFP No. 2025-0016-BR for a five (5) year subscription, and three (3) year hardware/software maintenance support and manage services for 9-1-1 CPE-CHE Refresh for Public Safety Communications to AT&T, Inc. in the estimated amount of \$1,806,667; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

Public Safety Communications (PSC) issued RFP #2025-0016-BR to refresh the 9-1-1 call processing (CPE) and call handling equipment (CHE). The City received one response from AT&T.

PSC partnered with Technology Solutions and PD to review that solution. After review of the proposal and demonstrations, the AT&T partnership with Motorola received the highest technical score. We recommend award to AT&T with the Motorola solution.

AT&T is also the contracted maintenance provider (#2017-0380-C) for all hardware, software, and services pertaining to the current 9-1-1 system.

The cost of the full refresh and cloud mapping services is \$1,806,667.42. This is inclusive of the VESTA 9-1-1 computers, cloud-mapping solution, 911 Assist five-year subscription, and three-year hardware/software maintenance support and managed services.

The VESTA computers are due for replacement in line with the City's timeline/replacement schedule. The VESTA refresh allows the city to further our NG9-1-1 progression allowing PSC the ability to receive multi-media (video and pictures).

Funding for this purchase will be through the 9-1-1 wireline fees fund. The CSEC grant funding will reimburse \$1,136,500 of this purchase. Texas Health and Safety Code 771.059 target date for Next Generation 9-1-1 services is September 1, 2025. If the purchase is not approved, the VESTA computers will not be able to receive the multi-media files, keeping the City from moving from the NG9-1-1 Transitional state to the Intermediate state of Next Generation 9-1-1 by the deadline. The computers will also be outside of the routine replacement schedule.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 9-1-1 Wireline Fees Fund. This item, in the total estimated amount of \$1,806,667, approves a refresh of the 9-1-1 call processing and call handling equipment, including the VESTA 9-1-1 computers, cloud-mapping solution, 911 Assist five-year subscription, and three-year hardware/software maintenance support and managed services.

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

Innovative, and Accountable City Government and supporting Safe, Vibrant Neighborhoods.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: Parks
DIRECTOR: Ron Smith, Director of Parks and Recreation
AGENDA ITEM: Award of bid in the amount of \$347,953 for Median Renovation - Parkwood Boulevard, Project No. PKR-P-00043
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFB No. 2025-0168-B for Median Renovation - Parkwood Boulevard, Project No. PKR-P-00043, for the Parks and Recreation Department to Central North Construction, LLC in the amount of \$347,953; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Median Renovation – Parkwood Boulevard project includes the planting of trees in medians and the installation of an irrigation system, from West Spring Creek Parkway to Windhaven Parkway and Chapel Hill Boulevard to West Park Boulevard on Parkwood Boulevard. The current irrigation system is non-operational and salvageable equipment has been retained and is being reused.

Bids opened on February 11, 2025, for Median Renovation – Parkwood Boulevard, Project No. PKR-P-00043. Eight (8) complete bids were received for the project as shown in the attached bid recap. The lowest responsive and responsible bid was submitted by Central North Construction, LLC in the amount of \$347,953. The bid price is below the Engineers Estimate of \$406,140.

Kimley-Horn, Inc, operating as the project design consultant, reviewed the lowest responsive and responsible bid and evaluated their listed references. Based on their assessment and recommendation letter, the Parks and Recreation Department accepts and recommends the project award to the lowest responsive and responsible bidder, Central North Construction, LLC and their bid submission in the amount of \$347,953.

The project has several benefits. Planting trees will increase the tree canopy coverage in Plano as outlined in Plano’s Urban Forestry Master Plan. The planting of the trees near roadways helps reduce the heat island effect, reduce road noise, capture CO2 and particulate matter, reduce storm water run-off, and improve aesthetics and safety on Parkwood Boulevard. If the project is not approved, the irrigation system will remain unusable and the benefits of this tree planting and increasing canopy coverage in Plano will not be realized.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is budgeted in the 2024-25 Park Improvements CIP and Capital Maintenance Fund. Construction services for the Median Renovation - Parkwood Boulevard project, in the total amount of \$347,953, will leave a project balance of \$105,152 for future expenditures.

Approval of this item will support the City’s Strategic Plan Critical Success Factor of being an Excellent,

Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	2/24/2025	Bid Recap
Location Map	3/3/2025	Map

CITY OF PLANO

RFB CIP

Bid No. 2025-0168-B

Median Renovation – Parkwood Boulevard

Project No. PKR-P-00043

Bid Recap

Bid Opening Date/Time: Tuesday, February 11, 2025 2:00 PM

Number of Vendors Notified: 2305

Vendors Submitting “No Bids”: 7

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 8

<u>Vendor:</u>	<u>Total Bid:</u>
Central North Construction, LLC	\$347,953.43
PERFECT FINISH LANDSCAPING (ALCC, LLC)	\$388,529.90
American Landscape Systems, Inc.	\$389,414.55
C. Green Scaping, LP	\$397,607.95
SRH Landscapes LLC	\$411,473.44
Sundrop Gardens Landscaping LLC	\$429,047.15
Pace Construction Services	\$460,000.00
Acumen Enterprises, Inc.	\$503,035.85

Recommended Vendor:

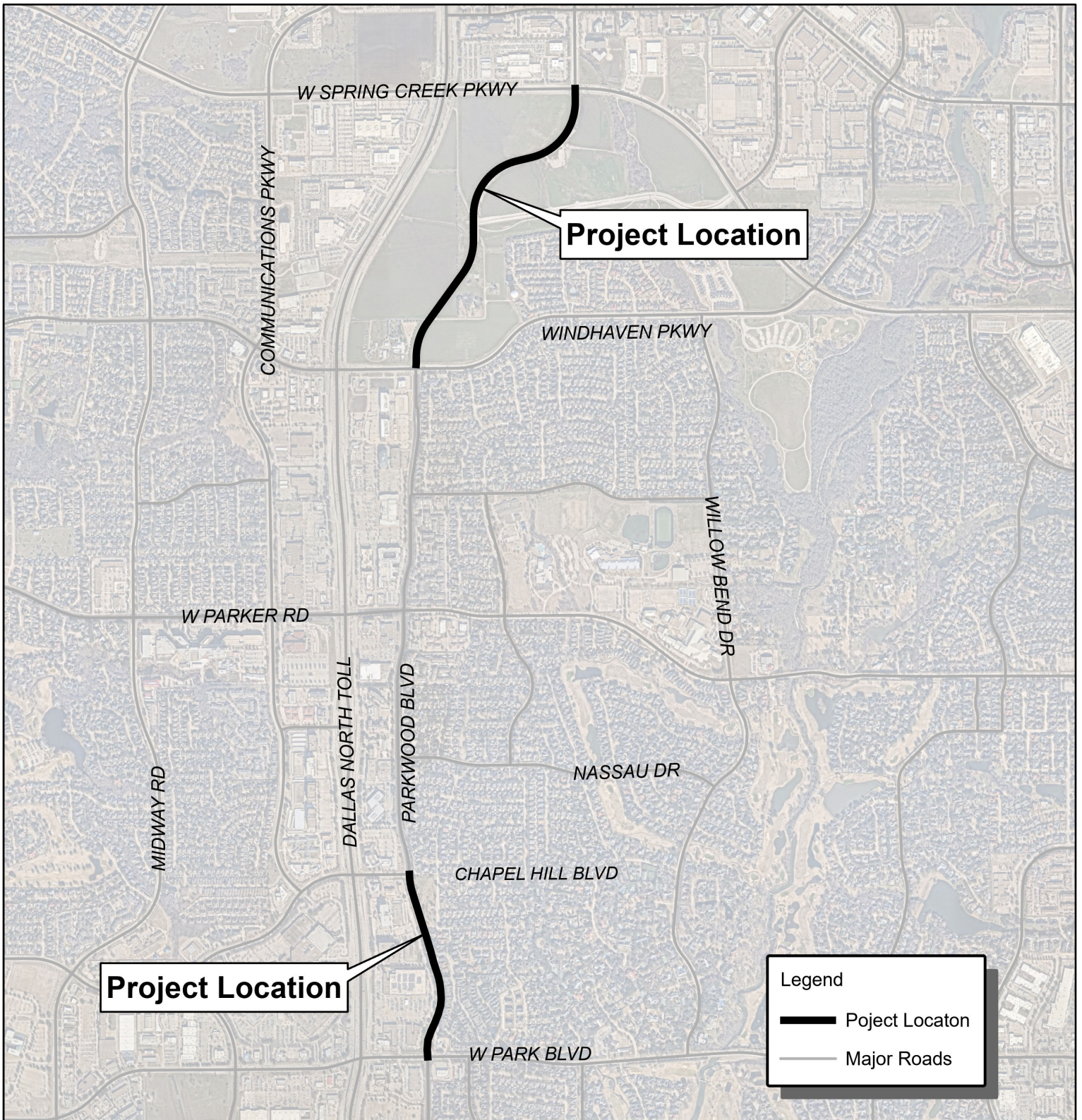
Central North Construction, LLC \$347,953.43


Dawn Smith

Dawn Smith, Contract Administrator


2/24/2025

Date





0 1,000 2,000
Feet



City of Plano Park Planning Division
2/14/2025

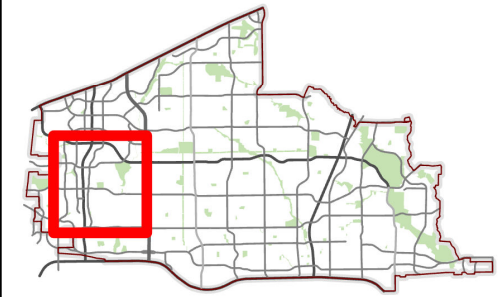
Location Map

Median Renovation Parkwood Boulevard

Project # - PKR-P-00043

Page 31

Project Location





CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: Parks
DIRECTOR: Ron Smith, Director of Parks and Recreation
AGENDA ITEM: Award of bid in the amount of \$2,004,115 for High Point Park North Restroom Building Replacement Project No. PKR-P-7506.
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFB No. 2025-0117-B for High Point Park North Restroom Building Replacement, Project No. PKR-P-7506, for the Parks and Recreation Department to RoeschCo Construction, LLC in the amount of \$2,004,115; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

High Point Park was acquired in 1977 and designated as a community park in 1985. Over the past 40 years, the site has experienced several modifications, the most recent being in 2020, when outdated sports lighting was replaced with Musco LED fixtures. High Point Park continues to operate as a home for local youth and adult sports leagues, as well as a host site for regional, state and national tournaments. The High Point Park North Restroom Building Replacement Project will replace the 40-year-old restroom building and bring the site up to current standards to meet capacity demands.

On January 30, 2025, the Parks and Recreation Department opened bids for the High Point Park North Restroom Building Replacement Project, No. PKR-P-7506. As shown on the attached bid recap, a total of 1,770 vendors were notified; nine (9) bids were submitted along with five (5) No Bids. The lowest responsive and responsible bid was submitted by RoeschCo Construction, LLC in the amount of \$2,004,115. Based on qualifications and pricing, Plano Parks and Recreation recommends accepting RoeschCo Construction’s bid as the lowest responsive and responsible bid for the project, conditioned upon the timely execution of all necessary documentation.

This ten (10)-month project includes replacing the forty-year-old existing restroom with a new facility featuring six stalls for each gender, ensuring compliance with ADA standards and meeting the park’s service demands. The project also includes a concrete pad for the storage of park equipment and a living screen around the storage pad.

The engineer’s estimate for this project is \$2,272,490.

Failure to award this project will result in continued deterioration of the 40-year-old restroom facilities which will reduce the park’s service quality. Not proceeding with the project would lead to higher maintenance costs, and insufficient service for local leagues and tournaments.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is budgeted in the 2024-25 Park Improvements CIP and is planned for future years, as well. Construction services for the High Point Park North Restroom Building Replacement project, in the

total estimated amount of \$2,004,115, will leave a project balance of \$11,577 for future expenditures.

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

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	3/18/2025	Bid Recap
Location Map	3/18/2025	Map

CITY OF PLANO

RFB CIP

Bid No. 2025-0117-B

High Point Park North Restroom Building Replacement

Project No. PKR-P-7506

Bid Recap

Bid Opening Date/Time: Thursday, January 30, 2025 @ 2:00 PM

Number of Vendors Notified: 1770

Vendors Submitting “No Bids”: 5

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 9

<u>Vendor:</u>	<u>Total Bid</u>
RoeschCo Construction, LLC	\$2,004,114.93
Construction Solutions USA	\$2,038,200.84
Falkenberg Construction Co., Inc.	\$2,103,195.25
Ratliff Hardscape, Ltd	\$2,200,862.00
Batson Cook Construction	\$2,263,176.00
ICGM Group, LLC (ICGM Group)	\$2,373,348.00
Perfect Finish Landscaping (ALCC, LLC)	\$2,386,177.02
Cole Construction Inc.	\$2,400,000.00
Azteca Enterprises, Inc.	\$2,629,397.75

Recommended Vendor:

RoeschCo Construction, LLC	\$2,004,114.93
----------------------------	----------------

Ruth Escalera

Ruth Escalera , Contract Administrator

2/13/2025

Date



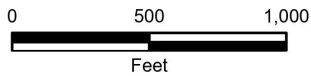
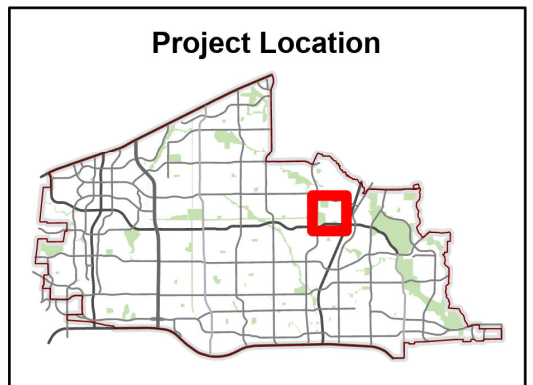
Location Map

**High Point Park North
Restroom Building Replacement**

6500 Alma Dr., Plano TX 75023

Project # PKR-P-7506

2025-0117-Page 35



City of Plano Park Planning Division
3/18/2025



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: Purchasing
DIRECTOR: Denise Tacke, Director of Finance
AGENDA ITEM: Purchase of office supplies and related products.
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of office supplies and related products for the City, for a contract with a term ending February 3, 2029, in the estimated annual amount of \$175,000 from Staples, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 070924-SCC) **Approved**

BACKGROUND

This award will authorize the continued purchase of office supplies and related products from Staples, Inc., for all City departments. Related products and services include printing and promotional items. Purchasing has reviewed cooperative contracts and found this contract to be the best value for the City.

This contract will include custom printing and in store purchases, no delivery fees for regular items (large items such as furniture may have a handling fee). As Staples, Inc. provides current services, there is no implementation or disruption to service anticipated.

Failure to award this contract will result in the City not being able to purchase office supplies and related products and purchases necessary for daily business needs at a discount.

The City is authorized to purchase from the cooperative contract list pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Sourcewell Contract No. 070924-SCC and the City of Plano Contract No. 2025-0199-OA)

FINANCIAL SUMMARY/STRATEGIC GOALS

This request is to approve the purchase of office supplies and related products for multiple funds and cost centers within the City of Plano based on departmental needs from Staples, Inc. The estimated amount to be spent in FY 2024-25 is \$87,500. Future year expenditures will occur within Council approved appropriations in the annual estimated amount of \$175,000 for FY 2025-26; \$175,000 for FY 2026-27; \$175,000 for FY 2027-28; and \$87,500 for FY 2028-29.

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025

DEPARTMENT: Engineering-Facilities

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

AGENDA ITEM: To approve the purchase of Building No. 016 Fire Station No. 2 Concrete Replacement, Project No. FAC-F-00118 for the Engineering Department. (Equalis Group, Job Order Contract No. R10-1166C)

RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of Building No. 016 Fire Station No. 2 Concrete Replacement, Project No. FAC-F-00118, for the Engineering Department – Facilities Division in the amount of \$232,713 from RS Commercial Construction, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (Equalis Group, Job Order Contract No. R10-1166C) **Approved**

BACKGROUND

The Engineering-Facilities Division accepted bids on February 13, 2025, for the Fire Station No. 2 Concrete Replacement. The project includes the replacement of the rear concrete drive and other required site work.

The lowest responsive and responsible bid was submitted by RS Commercial Construction LLC, in the amount of \$232,713. There were a total of four (4) vendors notified of this project. Three (3) complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, site conditions will continue to deteriorate restricting fire apparatus access to the rear of the building. Steel road plates have been installed as a temporary measure.

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. (Equalis Group, Job Order Contract No. R10-1166C and City of Plano Contract No. 2025-0268-O).

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Capital Maintenance Fund. Construction services for the Fire Station No. 2 Concrete Replacement project, in the total amount of \$232,713, will leave a project balance of \$17,919 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
Cooperative Quote Recap	3/13/2025	Cooperative Quote Recap

**CITY OF PLANO
SOLICITATION NO. 2025-0268-O
BUILDING NO. 016 FIRE STATION NO. 2 – CONCRETE REPLACEMENT
PROJECT NO. FAC-F-00118
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: 4

Number of Quotes Received: 3

Non-Responsive Quotes: 0

**RS Commercial Construction, LLC,
via Equalis Group, Job Order Contract No. R10-1166C** \$232,712.90

**Falkenberg Construction Co., Inc.
via Buy Board Contract No. 728-24** \$265,695.39

**Acumen Enterprises, Inc.
via TIPS Contract No. 23010402** \$268,382.00

**Recommended Vendor:
RS Commercial Construction, LLC
via Equalis Group, Job Order Contract No. R10-1166C** \$232,712.90



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: Technology Solutions
DIRECTOR: Roger Wright, Chief Information Officer
AGENDA ITEM: Approve the purchase of licenses for a one (1) year agreement.
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of Monday.com licenses for a one (1) year agreement for Technology Solutions in the amount of \$156,864 from STONS, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (GSA Contract No. GS-35F-153GA) **Approved**

PREVIOUS ACTION/PRESENTATION

On April 8, 2024, Council approved the purchase of Monday.com licenses for a one (1) year agreement for Technology Solutions in the amount of \$134,064 from STONS, Inc. through an existing GSA Contract No. GS-35F-153GA.

BACKGROUND

No additional licenses are requested. The cost increase from \$134,064 to \$156,864 reflects Monday.com’s adjusted licensing fees.

Technology Solutions recommends the purchase of Monday.com licenses for a one (1) year agreement. Monday.com is a collaboration platform that will enhance project management and team collaboration across City departments. This platform will continue to streamline communication, task management, and project tracking, ultimately improving efficiency and productivity.

Features include:

- Collaboration tools such as @mentions, comments, and file sharing to facilitate communication and collaboration among City employees working on the same projects.
- Tools for creating and assigning tasks, setting deadlines, and tracking progress, helping City departments stay organized and on schedule.
- Customizable dashboards and reporting tools allow for tracking key performance indicators, monitoring progress, and making informed decisions.
- Scalability to accommodate the growth and changing needs of the City, ensuring that it remains a valuable investment in the long term.

Use of this tool has extended beyond Technology Solutions and Communications & Community Outreach, who piloted the solution, to the Police Department, Emergency Operations Management, Libraries, Visit Plano, Facilities-Engineering, and Finance. It has demonstrated its effectiveness in enhancing collaboration, streamlining workflows, and improving communication within and between departments. The purchase will be made through GSA Contract No. GS-35F-153GA, which allows for competitive pricing and streamlined procurement processes.

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

seek competitive bids for items. (GSA Contract No. GS-35F-153GA / City of Plano Internal Contract No. 2025-0258-O)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Technology Solutions Applications Budget. This request is for a one (1) year agreement to purchase Monday.com licenses, in the estimated amount of \$156,864, which will leave a remaining balance of \$3,157,128 in the 2024-25 Applications Budget for other software and support expenditures.

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: Engineering-CIP
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Approve an increase in the amount of \$171,493 for Water Rehab - River Bend Phase 1, Project No. 7466.
RECOMMENDED ACTION: Approval of Change Order

ITEM SUMMARY

To approve an increase to the current awarded contract amount of \$6,581,735 by \$171,493, for a total amount of \$6,753,228, for Water Rehab - River Bend Phase 1, Project No. 7466, from DDM Construction Corporation for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2024-0411-B; Change Order No. 1) **Approved**

PREVIOUS ACTION/PRESENTATION

On August 12, 2024, City Council awarded a bid in the amount of \$6,581,735 for Water Rehab - River Bend Phase 1, Project No. 7466 to DDM Construction Corporation.

BACKGROUND

The Engineering Department recommends approval of Change Order No. 1 for the increase in the construction contract with DDM Construction Corporation, in the amount of \$171,493, for the Water Rehab - River Bend Phase 1 project.

Change Order 1 includes waterline revisions due to unforeseen field conditions and utility conflicts. Twenty (20) water service connections will require open cut and pavement restoration in lieu of trenchless installation due to the presence of rock in roadway subgrade. In addition, several waterlines have been re-aligned due to conflicts with existing city and franchise utilities. The realignments necessitate additional steel encasement to meet Texas Commission on Environmental Quality (TCEQ) requirements as the new waterline will be within nine (9) feet of an existing wastewater line.

If this change order is not approved, the proposed waterline and water service connections will not be completed due to conflicts with existing utilities, resulting in continued and increased maintenance costs and a negative impact on the quality of life for the residents in this neighborhood.

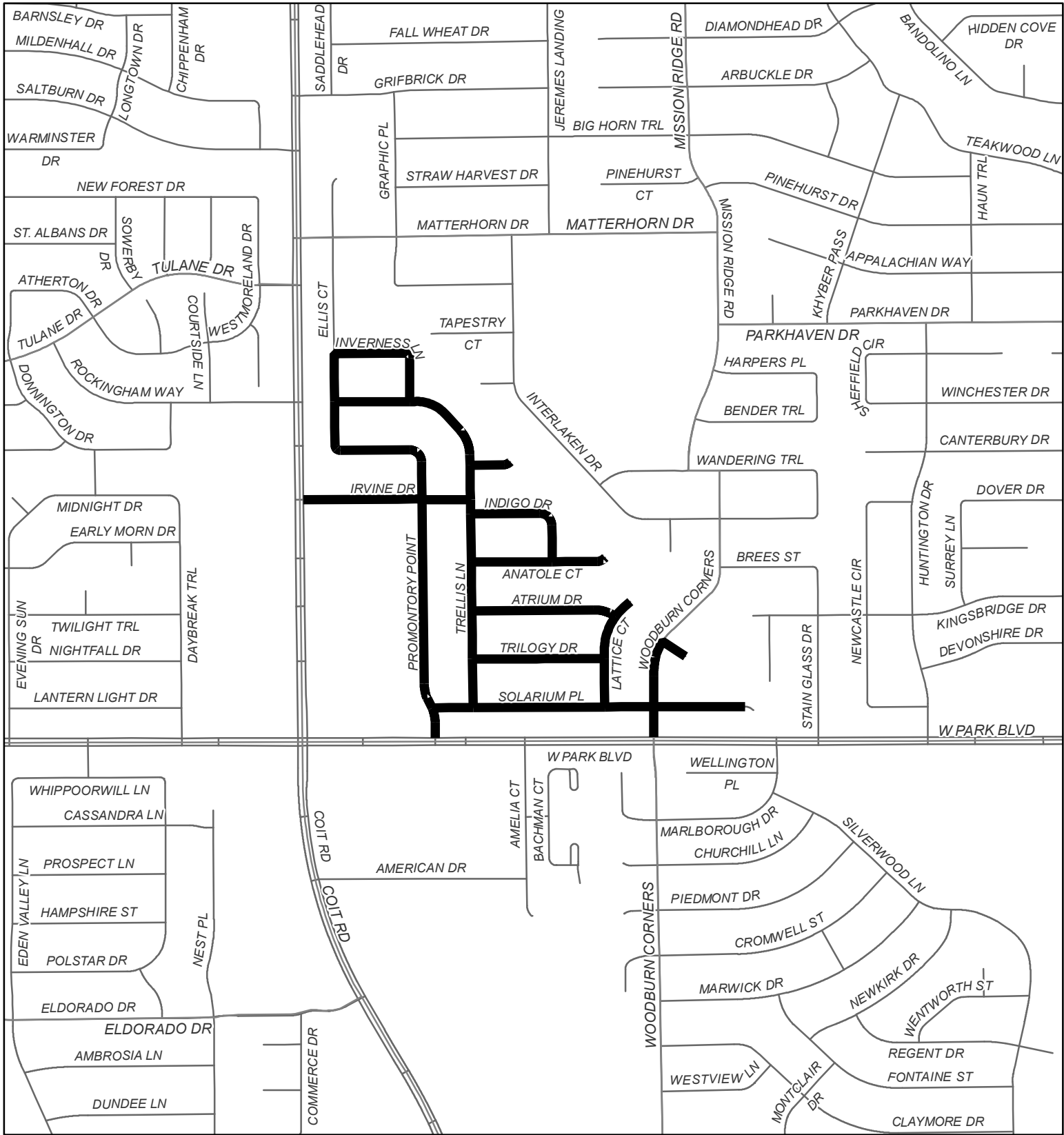
FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Water CIP. The first change order in the contract with DDM Construction Corp. for the Water Rehab - River Bend Phase I project, in the total amount of \$171,493, will leave a balance of \$6,542 for future expenditures.

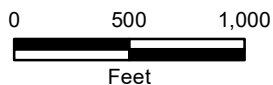
Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
-------------	-------------	------



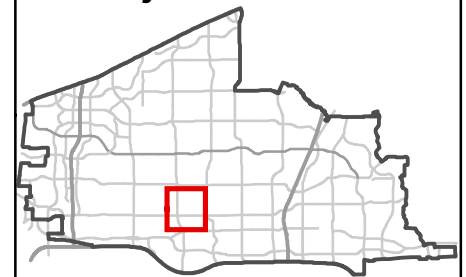
Water Rehab - River Bend Phase I



Project No. 7466



Project Location



adminmsha.Z:\B-GIS\Projects\Engineering\2022\2022-01-26_WaterRehab_Project7466_MSWaterRehab_Project7466.mxd



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025

DEPARTMENT: Engineering-CIP

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

AGENDA ITEM: Approve a decrease in the amount of \$192,473 for Intersection Improvements Parker Road Corridor at Coit Road and Alma Drive, Project No. 5926.1.

RECOMMENDED ACTION: Approval of Change Order

ITEM SUMMARY

To approve a decrease to the current awarded contract amount of \$3,012,243 by \$192,473, for a total contract amount of \$2,819,770, for Intersection Improvements Parker Road Corridor at Coit Road and Alma Drive, Project No. 5926.1, from Jim Bowman Construction Company, L.P. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2023-0263-B; Change Order No. 3) **Approved**

PREVIOUS ACTION/PRESENTATION

On May 22, 2023, City Council approved an award of a low bid for Contract No. 2023-0263-B for Intersection Improvements Parker Road Corridor at Coit Road and Alma Drive, Project No. 5926.1 in the amount of \$2,927,499.25 from Jim Bowman Construction Company, L.P. for the Engineering Department.

BACKGROUND

The Engineering Department recommends approval of Change Order No. 3 for the decrease in the construction contract with Jim Bowman Construction Company, L.P. in the amount of \$192,743, for the Intersection Improvements Parker Road Corridor at Coit Road and Alma Drive, Project No. 5926.1.

On February 21, 2024, Change Order No. 1 was executed to resolve conflicts with existing franchise utilities that were unknown conditions. This change order amended the Scope of Services for an increase of \$55,739.50 for a total contract amount of \$2,983,238.75.

On August 21, 2024, Change Order No. 2 was executed to amend the quantities of several bid items due to degraded pavement conditions in need of correction. This change order amended the Scope of Services for an increase of \$29,004.63 for a total contract amount of \$3,012,243.38.

The current contract amount is \$3,012,243.38 and the amount of the current request is a decrease of \$192,472.95 for a revised contract amount of \$2,819,770.43.

Change Order No. 3 includes reductions in the final construction scope of work. Paving and water line quantities were able to be reduced as they were completed by other construction projects during project delays.

If this change order is not approved, the city would not realize a reduction in construction costs resulting in an inability to reallocate funding to other projects.

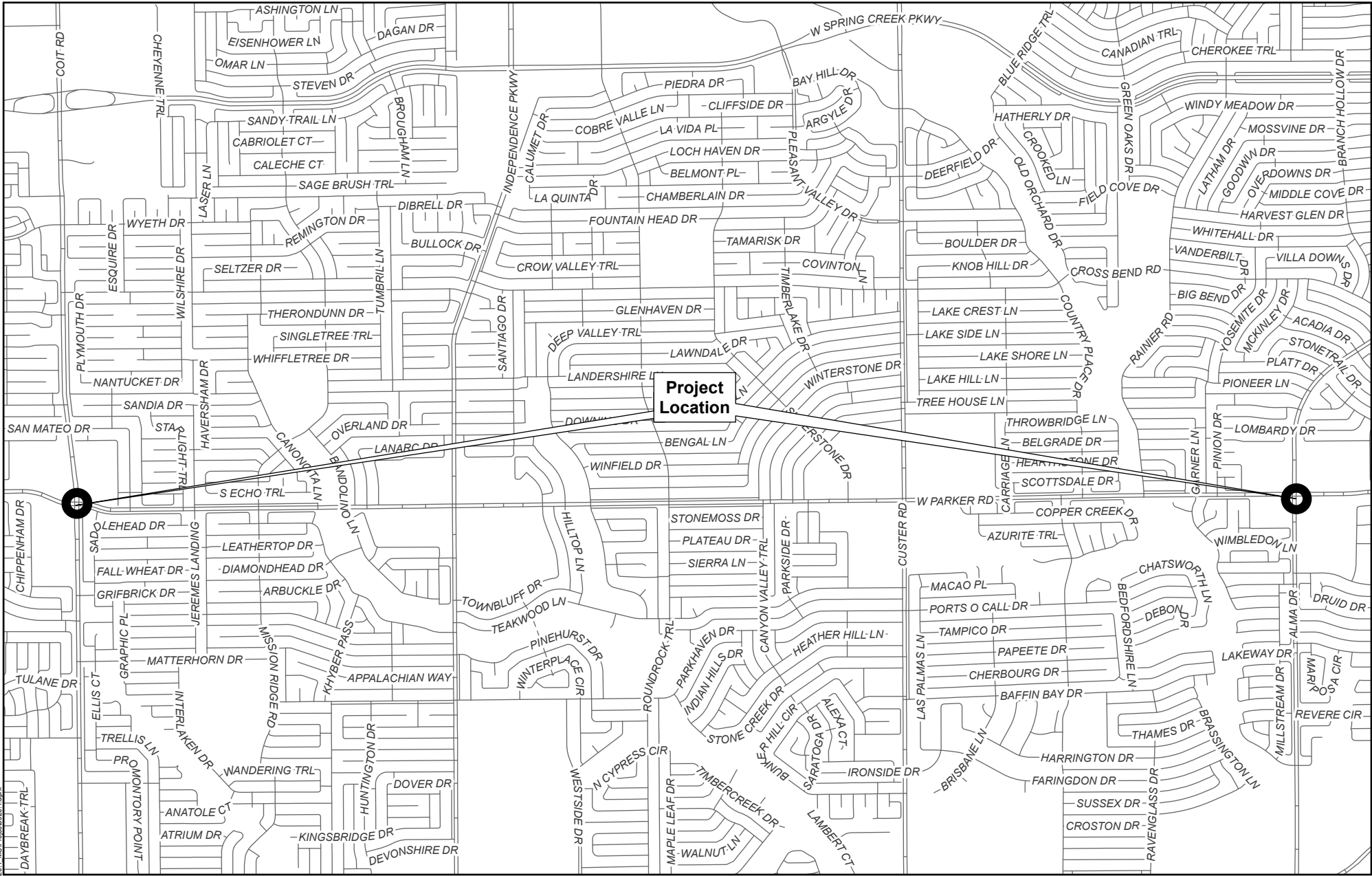
FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves a change in the contract with Jim Bowman Construction Company, L.P. for construction services for the Intersection Improvements Parker Road Corridor at Coit Road and Alma Drive, Project No. 5926.1. The third change order, reducing the current contract by \$192,743, will leave a balance of \$318,544 for use in other street improvement projects.

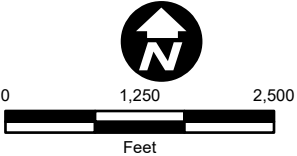
Approval of this item will support the City's Strategic Plan Critical Success Factors of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

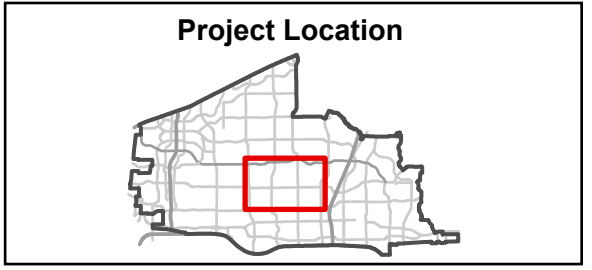
Description	Upload Date	Type
Location Map	3/10/2025	Map



mshaw.Z:\BI-GIS\Projects\Engineering\2023\2023-04-24 - Project 5926.1 - MS\Project 5926.1.aprx



Project No. 5926.1
Intersection Improvements
Parker Road Corridor at Coit
Road and Alma Drive
 Page 47





CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025

DEPARTMENT: Engineering-CIP

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

AGENDA ITEM: Award an expenditure in the amount of \$204,600 for engineering professional services for Mendomi Park Improvements, Project No. ENG-S-00020

RECOMMENDED ACTION: Approval of Expenditure

ITEM SUMMARY

To approve an expenditure for engineering professional services for Mendomi Park Improvements, Project No. ENG-S-00020, in the amount of \$204,600 from Teague Nall and Perkins, 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 \$204,600 for engineering professional services from Teague Nall and Perkins, Inc., for Mendomi Park Improvements. This project includes the design of approximately 700 linear feet of new roadway with on-street parking, sidewalk, barrier free ramps, a 12-inch water line, landscaping and irrigation, street lighting, and associated drainage improvements to serve a future park at the southeast corner of Legacy Drive and Headquarters Drive.

Teague Nall and Perkins, Inc. was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2021-0377-XR. Teague Nall and Perkins, Inc. has successful experience with the City of Plano Engineering Department for roadway, sidewalk, water line, and storm drain improvement for similar projects, including 15th Street Paving and Water Improvements from Municipal Drive to Jupiter Road near downtown Plano.

The benefit of this project includes the required city infrastructure to accommodate the addition of a new city park.

Not approving the expenditure would result in the lack of City infrastructure necessary to accommodate the new park. The required infrastructure would result in increased accessibility to the proposed park improving quality of life for local residents and businesses in this area of Plano.

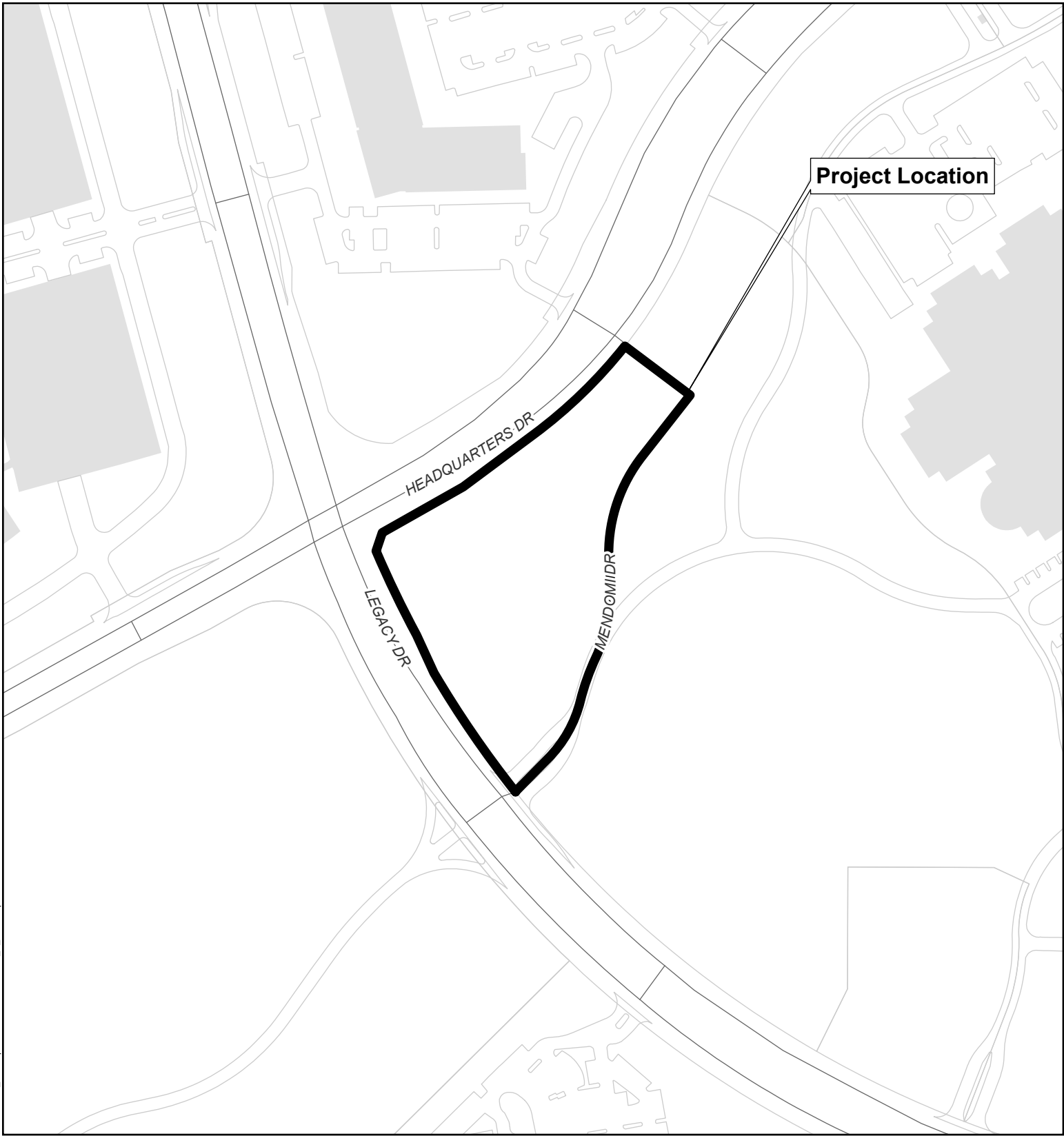
FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is budgeted in the 2024-25 Street Improvements CIP and is planned for future years, as well. Engineering professional design services for the Mendomi Park Improvements project, in the total amount of \$204,600, will leave a current year balance of \$30,000 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	3/7/2025	Map

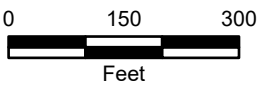


Project Location

HEADQUARTERS DR

LEGACY DR

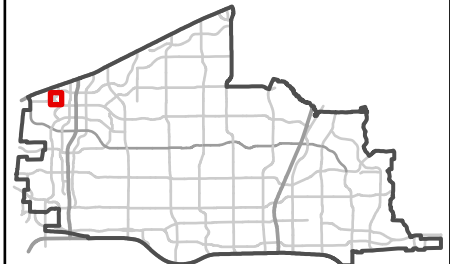
MENDUMI DR



Project ENG-S-00020

Mendomi Park Improvements

Project Location



d:\scott.z\BI-GIS\Projects\Engineering\2025\2025-03-04_Locate\ENG-S-00020_CS\MapDocument\Locate\ENG_S_00020.aprx



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: Eco Dev
DIRECTOR: Doug McDonald, Director of Economic Development
AGENDA ITEM: Economic Development Incentive Agreement for Simpson Strong-Tie Company, Inc.
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Simpson Strong-Tie Company, Inc., a California corporation (“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 Simpson Strong-Tie Company, Inc., a California corporation, pursuant to Chapter 380 of the Texas Local Government Code and conditioned on the terms as set forth in the attached agreement. Simpson Strong-Tie Company, Inc. agrees to lease and occupy a minimum 48,000 square feet of office space at 5525 Granite Parkway, Plano, Texas 75024 and transfer, retain or create up to 215 Full-Time Job Equivalents by December 31, 2029.

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 \$800,000.00, will leave an unencumbered balance of \$41,690,749.00 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
Simpson Strong-Tie Chpt 380 Agmt	3/10/2025	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 Simpson Strong-Tie Company, Inc., a California corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is a hardware manufacturer and agrees to lease office space in a building located at 5525 Granite Parkway, Plano, Texas 75024 (“Real Property”) and Occupy a minimum of 48,000 square feet of office space at the Real Property; and

WHEREAS, Company agrees to transfer or create and maintain up to 215 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 \$5,300,000.00 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 48,000 square feet of office space at the Real Property, the creation or transfer and maintenance of up to 215 Full-Time Job Equivalents, and the investment of at least \$5,300,000.00 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 December 31, 2025.

“Company” shall mean Simpson Strong-Tie Company, Inc., a California corporation.

“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 has received a certificate of occupancy for the occupancy of the Real Property and the Company is regularly open and operating their business at the Real Property.

“Real Property” or “Property” shall mean 5525 Granite Parkway, Plano, Texas 75024.

**Article II
Term**

The term of this Agreement shall begin on the Commencement Date and continue for ten (10) 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 38,130 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 \$5,300,000.00 on the Real Property; and

(c) By the Commencement Date, create or transfer at least 50 Full-Time Job Equivalents and 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, 2029, lease and Occupy an additional 9,870 square feet of office space on the Real Property for a minimum cumulative total of 48,000 square feet and maintain Occupancy throughout the term of the Agreement; and

(e) By December 31, 2029, and subject to Company maintaining its obligation described in Article III(a), (c), and (d), Company may create or transfer up to an additional 165 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 \$800,000.00 (“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) **Finish-Out Grant.** Company shall be entitled to a grant payment of \$300,000.00 to offset tenant real property improvement costs (“Finish-Out 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 \$5,300,000.00 in real property improvements on the Property.

(b) **Fee Reimbursement Grant.** Company shall be entitled to a grant payment of up to \$27,000.00 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 \$110,000.00 (“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 up to \$363,000.00 (“Job Creation Grant #2”) 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), Company may add up to 165 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, 2029, Company may be entitled to a grant payment of \$2,200.00 per additional Full-Time Job Equivalent added. The maximum amount Company may be entitled to under the Job Creation Grant #2 is \$363,000.00.

(e) **Initial Grant Request.** Company shall submit one cumulative request for payment under the Finish-Out 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 between June 30, 2026, and December 31, 2026. City’s obligation to pay or reimburse Company under the Finish-Out Grant, Fee Reimbursement Grant, and Job Creation Grant #1 shall terminate after December 31, 2026.

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.

(f) **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, 2030. A failure to submit the Certification of Compliance form by January 31, 2030, 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, 2030.

(g) 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 Finish-Out 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.

(h) Beginning January 31, 2027, 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.**

(i) 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 Two Hundred Dollars (\$2,200.00) 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:
Simpson Strong-Tie Company, Inc.
Attention: Mr. Burak Gursel
Acquisition & Integration Manager
5956 W. Las Positas Boulevard
Pleasanton, CA 94588

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

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:

SIMPSON STRONG-TIE COMPANY,
INC., a California corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

**EXHIBIT “A”
CERTIFICATE OF COMPLIANCE**

Step One (Due between June 30, 2026, and December 31, 2026):

Please select one of the options below:

_____ a. I hereby certify that Simpson Strong-Tie Company, Inc. has Occupied the Real Property by December 31, 2025, and is in compliance with all terms of the Agreement.

_____ b. I hereby certify that Simpson Strong-Tie Company, Inc. has failed to Occupy the Real Property by December 31, 2025, and is not in compliance with all terms of the Agreement and therefore, is not entitled to receive payment in accordance with Article IV of the Agreement.

Step Two (Due between June 30, 2026, and, December 31, 2026):

Please select one of the options below under each grant, as applicable:

Finish-Out Grant

_____ a. I hereby certify that Simpson Strong-Tie Company, Inc. has added a minimum fair market value of \$5,300,000.00 in real property improvements to the office space located at the Real Property by December 31, 2025, 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 Simpson Strong-Tie Company, Inc. has failed to add a minimum fair market value of \$5,300,000.00 in real property improvements to the office space located at the Real Property by December 31, 2025, 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 Simpson Strong-Tie Company, Inc. has submitted for approval itemized costs paid by Simpson Strong-Tie Company, Inc. 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 \$27,000.00, 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 Simpson Strong-Tie Company, Inc. has failed to submit itemized costs paid by Simpson Strong-Tie Company, Inc. 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 \$27,000.00 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 Simpson Strong-Tie Company, Inc. has transferred or created at least 50 Full-Time Job Equivalent positions at the Real Property on or before December 31, 2025, 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 Simpson Strong-Tie Company, Inc. has failed to transfer or create at least 50 Full-Time Job Equivalent positions at the Real Property on or before December 31, 2025, 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, 2030):
Please select one of the options below:

Job Creation Grant #2

_____ a. I hereby certify that Simpson Strong-Tie Company, Inc. has transferred or created additional Full-Time Job Equivalent positions at the Real Property on or before December 31, 2029, 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 Simpson Strong-Tie Company, Inc. has failed to transfer or create any additional Full-Time Job Equivalent positions at the Real Property on or before December 31, 2029, and is not entitled to receive payment in accordance with Section 4.02(d) of that Agreement.

ATTEST:

SIMPSON STRONG-TIE COMPANY,
INC., a California corporation

Name:
Title: _____

By: _____
Name: _____
Chief Legal and Administrative Officer

Date

For the Finish-Out Grant, Fee Reimbursement Grant, and Job Creation Grant #1, this certification shall be submitted between June 30, 2026, and December 31, 2026. For the Job Creation Grant #2, this certification shall be submitted by January 31, 2030.

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 2027:

_____ a. I hereby certify that Simpson Strong-Tie Company, Inc. 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 Simpson Strong-Tie Company, Inc. 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 Simpson Strong-Tie Company, Inc. 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 Simpson Strong-Tie Company, Inc. has received a grant payment. I understand that Simpson Strong-Tie Company, Inc. shall have one-year to cure the Full-Time Job Equivalent default. If such default is not cured by the following year, Simpson Strong-Tie Company, Inc. 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 Simpson Strong-Tie Company, Inc. 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 Simpson Strong-Tie Company, Inc. 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:

SIMPSON STRONG-TIE COMPANY,
INC., a California corporation

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Chief Legal and Administrative Officer

NOTE: This form is due by January 31 of each year beginning on January 31, 2027, 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: 3/24/2025
DEPARTMENT: PSC
DIRECTOR: Susan Carr, Director of Public Safety Communications
AGENDA ITEM: Resolution approving Amendment No. 4 to the contract with the Texas Commission on State Emergency Communications (CSEC) updating deadlines.
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To approve Amendment No. 4 extending the obligation deadline to the contract with the Texas Commission on State Emergency Communications in a total contract amount not to exceed \$2,121,341.74 from the Coronavirus State and Local Fiscal Recovery Funds (“CSFRF”) in the Next Generation 9-1-1 Fund (“NG9-1-1 Fund”) for the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs; designating the City Manager as the authorized representative of the City for the purpose of executing Amendment No. 4 consistent with this resolution, acting in connection with the contract, and providing required information; authorizing the City Manager to execute all necessary documents; and providing an effective date. **Adopted Resolution No. 2025-3-5(R)**

PREVIOUS ACTION/PRESENTATION

On September 12, 2022, City Council approved a resolution approving a contract with the Texas Commission on State Emergency Communications (CSEC) in an amount not to exceed \$984,841.74 from the Coronavirus State and Local Fiscal Recovery Funds (“CSFRF”) in the Next Generation 9-1-1 Fund (“NG9-1-1 Fund”) relating to Next Generation 9-1-1 Service.

On May 8, 2023, City Council approved a resolution approving an amendment to the contract with the Texas Commission on State Emergency Communications (CSEC) increasing the amount of the total contract to an amount not to exceed \$2,121,341.74 from the Coronavirus State and Local Fiscal Recovery Funds (“CSFRF”) in the Next Generation 9-1-1 Fund (“NG9-1-1 Fund”) relating to Next Generation 9-1-1 Service.

On October 23, 2023, City Council approved Amendment No. 2 updating reporting and performance deadlines.

On September 23, 2024, City Council approved Amendment No. 3 updating reporting and performance deadlines.

BACKGROUND

Texas House Bill 2911 was signed by the Governor in June 2021, with an effective date of 9/1/2021 amending Texas Health and Safety Code 771. The amendment creates a Next Generation 9-1-1 (NG9-1-1) service fund designed to assist statewide next generation 9-1-1 service with a target date of September 1, 2025.

In February 2023, CSEC released additional grant funds and accepted supplemental grant applications. The City submitted a supplemental grant request and was approved by the Commission.

The 88th Regular Legislative Session passed HB3290 amending the dates to obligate and spend the CSFRF funds. CSEC amended all contracts to update reporting and performance deadlines due to recent legislative and internal audit recommendations.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution_NG9-1-1 Amendment No. 4	3/14/2025	Resolution

A Resolution of the City of Plano, Texas, approving Amendment No. 4 extending the obligation deadline to the contract with the Texas Commission on State Emergency Communications in a total contract amount not to exceed \$2,121,341.74 from the Coronavirus State and Local Fiscal Recovery Funds (“CSFRF”) in the Next Generation 9-1-1 Fund (“NG9-1-1 Fund”) for the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs; designating the City Manager as the authorized representative of the City for the purpose of executing Amendment No. 4 consistent with this resolution, acting in connection with the contract, and providing required information; authorizing the City Manager to execute all necessary documents; and providing an effective date.

WHEREAS, in November 2021, the Texas Legislature passed Senate Bill 8 (3rd Special Session) (“SB 8”), and Section 30 of SB 8 appropriates \$150 million Coronavirus State and Local Fiscal Recovery Funds (“CSFRF”) to the Next Generation 9-1-1 Fund (“NG9-1-1 Fund”) for the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs; and

WHEREAS, the City of Plano (“City”) is eligible to receive appropriated funds from the Texas Commission on State Emergency Communications from CSFRF in the NG9-1-1 Fund for the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs; and

WHEREAS, on September 12, 2022, City Council approved accepting funds in an amount not to exceed \$984,841.74 for the deployment and reliable operation of Next Generation 9-1-1 Service; and

WHEREAS, the City and the Texas Commission on State Emergency Communications made and entered into a contract for the deployment and reliable operation of Next Generation 9-1-1 Service effective September 21, 2022; and

WHEREAS, on May 8, 2023, City Council approved Amendment No. 1 accepting additional funds in an amount not to exceed \$1,136,500.00 for the deployment and reliable operation of Next Generation 9-1-1 Service; and

WHEREAS, on October 23, 2023, City Council approved Amendment No. 2 updating reporting and performance deadlines; and

WHEREAS, on September 23, 2024, City Council approved Amendment No. 3 updating reporting and performance deadlines; and

WHEREAS, it is in the public interest of the citizens of the City of Plano that the City enter into Amendment No. 4 to the contract with the Texas Commission on State Emergency Communications.

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

SECTION I. The City Manager or his authorized designee is hereby authorized to enter into Amendment No. 4 extending the obligation deadline to the contract with the Texas Commission on State Emergency Communications in a total contract amount not to exceed \$2,121,341.74 for the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs.

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

SECTION III. The City Manager or his authorized designee is authorized to execute all necessary documents, including subrecipient agreements and any additional contracts, including amendments, to accept funds from the Texas Commission on State Emergency Communications for the deployment and reliable operation of Next Generation 9-1-1 Service.

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

PASSED AND APPROVED on the 24th 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: 3/24/2025
DEPARTMENT: Fire
DIRECTOR: Chris Biggerstaff, Fire Chief
AGENDA ITEM: Amendment to the City Ambulance Service Fees
RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To amend Ordinance No. 2020-10-2 codified as Section 8-3, City Ambulance Service, of Article I, Chapter 8, Fire Prevention and Protection, of the Code of Ordinances of the City of Plano to adopt increased user fees for City Ambulance Services; and providing a repealer clause, a severability clause, a savings clause, and an effective date. **Adopted Ordinance No. 2025-3-6**

BACKGROUND

The cost of providing emergency medical service (EMS) has increased significantly over the past decade. Vehicles, salaries, medications, equipment, and supplies have all been subject to significant inflationary increases. Ambulance providers have cited between a 70-80% increase in vehicle operating costs since 2019. The increasing cost of providing service has strained the budgets of many public and private EMS providers.

PFR worked with Digitech (Plano's EMS billing provider) to perform an ambulance fee evaluation in September 2024. Plano and its immediate neighbors have significantly lower ambulance fees when compared to other Metroplex EMS providers. PFR's ambulance fees were last adjusted in 2020. PFR's current basic life support (BLS) service fees are only 15% higher than 2008. For comparison, the U.S. Bureau of Labor Statistics calculator shows inflation of 50.5% from 2008-2025.

Based on the results of the Metroplex ambulance fee evaluation and considering inflation, PFR is recommending a 50% increase in ambulance fees. Digitech estimates this would generate an additional \$1.6 million (approximately 29%) in annual revenue. Commercial payers (insurers) would be the primary source of additional revenues with a rate increase. With a 50% increase in fees, commercial payers will be responsible for approximately 75% of the increase in total revenues. According to Digitech, patients would pay for very little of the increase. Based on their projections, patients themselves will be responsible for 3-7% of the new potential revenue.

The proposed increase would result in PFR's ambulance fees ranking 9th out of the 19 Metroplex cities included in the evaluation. PFR feels the increased fees will assist in continuing to provide the best possible patient care while keeping service charges near the median of Metroplex departments.

FINANCIAL SUMMARY/STRATEGIC GOALS

Approval of this item will increase Plano Fire & Rescue's ambulance service fees by approximately \$650,000 for the remainder of FY 2024-25 and by \$1,600,000 in annual revenue each year thereafter.

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

ATTACHMENTS:

Description	Upload Date	Type
City Ambulance Service Fee Increase	3/13/2025	Ordinance

An Ordinance of the City of Plano, Texas, amending Ordinance No. 2020-10-2 codified as Section 8-3, City Ambulance Service, of Article I, Chapter 8, Fire Prevention and Protection, of the City of Plano Code of Ordinances to adopt increased user fees for City Ambulance Services; and providing a repealer clause, a severability clause, a savings clause, and an effective date.

WHEREAS, on October 12, 2020, the City Council of the City of Plano enacted Ordinance No. 2020-10-2 establishing user fees for ambulance services; and

WHEREAS, it is necessary to increase the user fees for ambulance services to cover escalated operational costs; and

WHEREAS, the City Council, after all things considered, deems it is in the best interest of the citizens of the City of Plano that Section 8-3 of the Code of Ordinances be amended to increase user fees for ambulance services as set forth herein.

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

Section I. Section 8-3 – City Ambulance Service, of Article I, Chapter 8 – Fire Prevention and Protection, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:

Sec. 8-3. City Ambulance Service

(a) The following user fees are hereby approved, adopted and levied, and shall be paid by those individuals and/or organizations making use of the city's fire department ambulance service:

The basic life support (BLS) fee for medical care rendered is one thousand thirty-five dollars (\$1,035.00); the advanced life support (ALS) fee for medical care rendered is one thousand one hundred seventeen dollars and fifty cents (\$1,117.50); the advanced life support (ALS2) fee for medical care rendered is one thousand one hundred forty-seven dollars and fifty cents (\$1,147.50). A transportation fee of twenty-two dollars and fifty cents (\$22.50) per mile from the incident location to the medical facility will apply to all transports. In addition to the above charges, when applicable, a seventy-five dollar (\$75.00) medication administration fee and/or a one hundred fifty dollar (\$150.00) non-resident fee will be charged per person per incident.

(b) The following user fees are hereby approved, adopted and levied, and shall be paid by those individuals and/or organizations making use of the City's Fire Department ambulance service. For EMS standby at Special Events, the following fee schedule applies:

- 1) EMS cart + two (2) paramedics at \$100.00 per hour
- 2) EMS cart + bike medics + four (4) paramedics at \$191.00 per hour
- 3) MICU* + two (2) paramedics at \$285.00 per hour
- 4) MICU* + EMS cart + four (4) paramedics at \$385.00 per hour
- 5) MICU* + EMS cart + bike medics + six (6) paramedics at \$476.00 per hour

* Minimum of four (4) hours per paramedic to be charged to the event as established by ordinance.

* Plano Fire Rescue's MICUs are subject to vehicle availability. Patients transported to the hospital will be billed at the established rate.

The user fees established above shall be collected by the accounting department, and upon receipt thereof, shall be credited to the general fund as an offset to the cost of providing the fire department service for which the fee is being charged.

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

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

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

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

PASSED AND APPROVED on the 24th 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: 3/24/2025

DEPARTMENT: Zoning

DIRECTOR: Christina Day, Director of Planning

AGENDA ITEM: To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, the City of Carrollton, and the Town of Hebron, Texas.

RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, the City of Carrollton, and the Town of Hebron, Texas; authorizing the City Manager to execute the Agreement on behalf of the City of Plano; and providing an effective date. **Adopted Ordinance No. 2025-3-7**

BACKGROUND

City of Plano staff has been working cooperatively with City of Carrollton and Town of Hebron representatives to recommend a safe, uniform, and efficient city boundary alignment along our western city limits. The purposes for these changes are as follows:

1. Ensuring that street right-of-way (ROW) is owned and maintained by either the City of Plano or City of Carrollton.
2. Ensuring the continuity of each cities' boundary to preserve the legal status of the property.
3. Simplifying and accurately defining each jurisdiction's boundary in this area, with minimal or no impact to adjacent property owners.

The proposed adjustment attributes public safety services and infrastructure to the cities, rather than the Town of Hebron due to its extremely limited resources. The Town of Hebron presently runs through this area, generally with a ten-foot strip of land connecting parcels, which are a part of that community. Currently, some of the Charles Street right-of-way is part of the town of Hebron, which creates safety hazards, maintenance concerns, and confusion over local responsibility, especially when traffic incidents span three jurisdictions in a single roadway. In order to meet these objectives, Hebron must be located on private property between Plano and Carrollton, and we are proposing alignments immediately adjacent to the street for the sake of simplicity.

The changes are detailed in the attached ordinance and are summarized in the attached maps, which compare existing and proposed conditions. The changes shown on the attached maps are summarized below:

- Hebron moves east of and adjacent to Charles Street right-of-way; and
- Carrollton moves to the east right-of-way line of Charles Street and east of the intersection of Charles Street and Plano Parkway; and

- Plano moves east of Hebron.

In addition to the changes within the right-of-way, the adjustments will have a minimal impact on four properties in Plano. Staff reached out to these property owners and provided them information related to the proposed changes. Denton County Appraisal district staff reports that minor divisions to a parcel, less than 5 percent, are very unlikely to result in a change to the taxing entity, so the properties will likely remain entirely within the City of Plano’s jurisdiction due to the minor nature of the changes. The proposed ten-foot strip amounts to the following changes within the affected properties:

- 2301 Marsh Lane – 5,072 square feet; 1.0% of the property
- 2601 Marsh Lane – 5,846 square feet; 0.7% of the property
- 7040 Plano Parkway – 5,645 square feet; 3.1% of the property
- 7080 Plano Parkway – 6,054 square feet; 2.4% of the property

Additionally, Jonathan Wheat, Director of Engineering for the City of Carrollton provided information regarding medians, drives, and other concerns regarding street access. Mr. Wheat confirmed that any future changes to access conditions would have to comply with City of Carrollton ordinances, but that he has no concerns with existing conditions, and there are no ordinance changes currently being considered.

The proposed changes will result in a safe, uniform, and efficient city boundary alignment along our western city limits. At this time, the boundary adjustments have been approved by the Town of Hebron Town Commission. After the action taken by the City of Plano City Council, the adjustments will move forward to the City Council of the City of Carrollton for the final step in the approval process.

FINANCIAL SUMMARY/STRATEGIC GOALS

Approval of this agenda item will support the City's Critical Success Factor of Residential and Commercial Economic Vitality.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/17/2025	Ordinance
Maps of Existing and Proposed Boundaries	3/17/2025	Map

An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, the City of Carrollton, and the Town of Hebron, Texas; authorizing the City Manager or his authorized designee to execute the Agreement on behalf of the City of Plano; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Boundary Adjustment Agreement between the City of Plano, the City of Carrollton, and the Town of Hebron, Texas adjusting boundaries for certain tracts of land located along Marsh Lane, Hebron Parkway, Park Boulevard and Plano Parkway, in the manner described in and attached hereto as Exhibits 1, 2, and A, and incorporated herein by reference in the attached Boundary Adjustment Agreement (hereinafter called "Agreement"); and

WHEREAS, to avoid future confusion regarding the municipal responsibilities, the cities of Plano and Carrollton and the Town of Hebron have agreed it is in the best interest of the three cities to adjust the boundary separating the cities and now wish to move the city boundaries in accordance with the attached Exhibit A; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or his authorized designee, shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

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

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

PASSED AND APPROVED on the 24th day of March, 2025.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT 1

BOUNDARY ADJUSTMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF PLANO, TEXAS**, hereinafter referred to as “Plano”; the **TOWN OF HEBRON, TEXAS**, hereinafter referred to as “Hebron”; and the **CITY OF CARROLLTON, TEXAS**, hereinafter referred to as “Carrollton.”

WHEREAS, the city limits of Plano, Hebron and Carrollton are in part contiguous with each other in locations that create confusion regarding the administration of municipal services; and

WHEREAS, Plano, Hebron and Carrollton are adjacent municipalities which desire to make mutually agreeable changes in their boundaries; and

WHEREAS, Section 43.015 of the Texas Government Code authorizes adjacent cities to enter into mutually agreeable boundary changes in areas that are less than 1,000 feet in width; and

WHEREAS, Plano, Hebron and Carrollton agree that it is in the best interests of the cities to adjust the city boundaries, so that all travel lanes of a given section of the affected arterial roadways are located within the jurisdiction of either Plano or Carrollton; and

WHEREAS, the configuration of the adjusted boundaries will provide Hebron with a contiguous strip annexed into their jurisdiction, located parallel and just inside and outside the east right of way of Charles Street; and

WHEREAS, Hebron’s strip will cross the eastern portion of the Charles Street and West Plano Parkway intersection; and

WHEREAS, representatives of Plano, Hebron and Carrollton agree to relocate their ultimate boundaries as described herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Plano, Hebron and Carrollton agree as follows:

SECTION I. **Statement of Intent**

It is the intent of Plano, Hebron and Carrollton to modify their respective ultimate boundaries to the locations described in the preamble of this agreement and in the manner described in, attached to, and made a part of this Agreement as Exhibit “A.” Each city, by its official action approving this Agreement, agrees to take the necessary steps to accomplish the objective of the Agreement, so that the resulting boundaries between them will be as described and depicted in Exhibit “A.”

SECTION II. **Relinquishment of Territory**

To accomplish the objective set forth in Section I above, Plano does hereby grant, relinquish, and apportion unto Carrollton land that is less than 1,000 feet in width and contained within the right-of-way of Charles Street. Plano does hereby grant, relinquish, and apportion unto Hebron land that is less than 1,000 feet in width and contained within and outside the right-of-way of Charles Street. Hebron does hereby grant,

relinquish, and apportion unto Carrollton land that is less than 1,000 feet in width and contained within the right-of-way of Charles Street. All as more specifically described and depicted in Exhibit "A (includes A1-3)."

SECTION III.
Waiver of Extraterritorial Jurisdiction

Plano, Hebron and Carrollton do hereby waive extraterritorial jurisdiction located within the rights-of-way of Charles Street and West Plano Parkway, as depicted on Exhibit "A." It is expressly agreed and understood that this waiver shall operate only in favor of the parties to this agreement, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which either party may be able to assert against any other municipality.

SECTION IV.
Infrastructure and Traffic Control

Plano, Hebron and Carrollton will each be responsible for the construction, reconstruction and maintenance of the infrastructure located within its respective territory, except as specifically indicated herein. Such responsibility will include but will not be limited to: maintenance and reconstruction of roadways and sidewalks; maintenance and placement of signage and pavement markings; illumination of roadways; and irrigation, landscaping, maintenance and mowing of median areas, as depicted on Exhibit "2."

Water mains and sewer mains, and appurtenances, located within the affected areas will continue to be owned by the municipality that currently operates those facilities. A city that accepts new territory that includes an existing water main and or an existing sewer main within its new territory, will allow those utilities, and appurtenances, to remain in the current location and to be maintained, enlarged, reconstructed, as necessary or convenient to provide continued service.

Operation and maintenance of the existing traffic signal at the intersection of Charles Street and West Plano Parkway will continue to be the responsibility of Carrollton.

The name of the north-south roadway bordering Plano, Carrollton and Hebron will be known as Charles Street.

Staff for the cities will coordinate the speed limit for the section of Charles Street and West Plano Parkway.

SECTION V.
Immunity and Defenses

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

SECTION VI.
Severability

Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

SECTION VII.
Execution of Agreement

This Agreement shall be effective upon the execution by the duly authorized officials of the respective parties pursuant to approving resolutions or ordinances of the governing body of the respective units of local government that are a party to this Agreement. This Agreement may be executed in multiple counterpart originals by the respective parties to this Agreement.

CITY OF PLANO, TEXAS

Date: _____

BY: _____
Mark Israelson, CITY MANAGER

APPROVED AS TO FORM

Paige Mims, CITY ATTORNEY

TOWN OF HEBRON, TEXAS

Date: _____

BY: _____
Kelly Clem, MAYOR

APPROVED AS TO FORM

Richard L. Dillard, III, TOWN ATTORNEY

CITY OF CARROLLTON, TEXAS

Date: _____

BY: _____
Erin Rinehart, CITY MANAGER

APPROVED AS TO FORM

Albert Thomas, ASSISTANT CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2024 by **MARK ISRAELSON**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2024 by **KELLY CLEM**, Town Mayor of the **TOWN OF HEBRON, TEXAS**, a general-law municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2024 by **ERIN RINEHART**, City Manager of the **CITY OF CARROLLTON, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

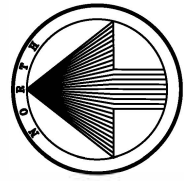
Notary Public, State of Texas

EXHIBIT A



1820 Regal Row, Suite 150, Dallas, Texas 75235
 214.638.0500
 TEXAS REGISTERED ENGINEERING FIRM F-1741
 TBPELS 10194115

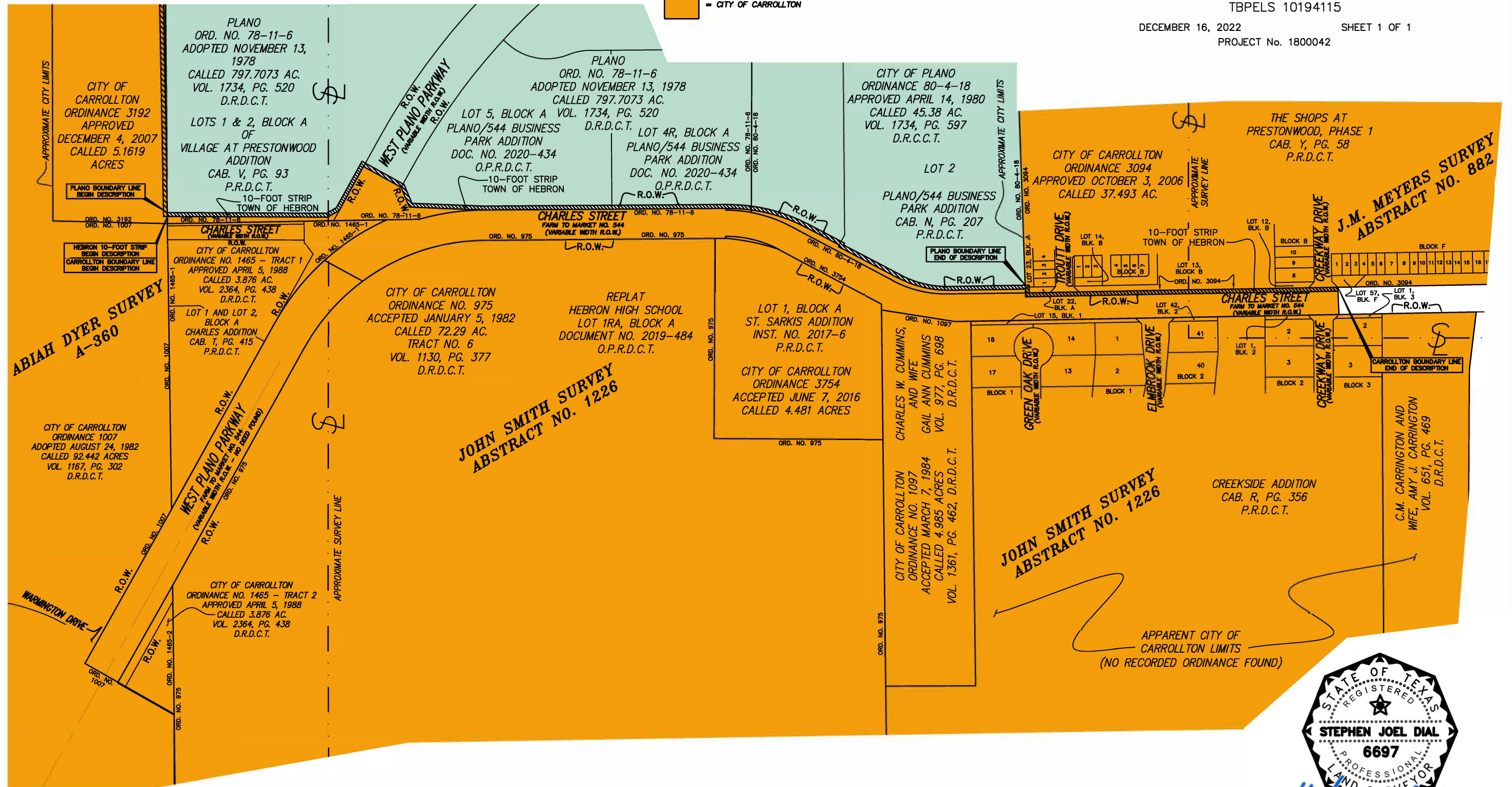
DECEMBER 16, 2022 SHEET 1 OF 1
 PROJECT No. 1800042



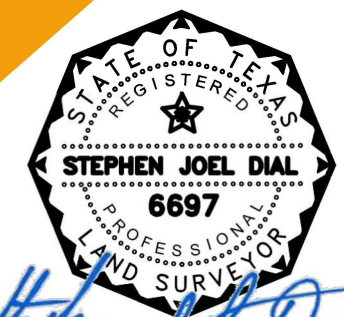
NOT TO SCALE

LEGEND

- = CITY OF PLANO
- = CITY OF CARROLLTON
- = HEBRON DESCRIPTION



LOCATION MAP



Stephen Joel Dial

**EXHIBIT A-1
ANNEXATION
THE TOWN OF HEBRON, DENTON COUNTY, TEXAS
APPROXIMATELY 0.7334 OF AN ACRE**

THIS DOCUMENT WAS PREPARED FOR USE BY THE TOWN OF HEBRON IN DENTON COUNTY, TEXAS, AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEING a 0.7334 acre (31,946 square feet) tract of land, situated in the Abiah Dyer Survey, Abstract No. 360, the John Smith Survey, Abstract No. 1226, and the J.M. Meyers Survey, Abstract No. 882, City of Plano, and the City of Carrollton, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of Lot 1, Block A of the Village at Prestonwood Addition, an addition to the City of Plano, according to the plat thereof, recorded in Cabinet V, Page 93 of the Plat Records of Denton County, Texas (P.R.D.C.T.), and being in the east right-of-way (R.O.W.) line of Charles Street (formerly Farm to Market No. 544) (variable width R.O.W.), being in the north line of a called 797.7073 acre City Limit Parcel described in City of Plano Ordinance No. 78-11-6, adopted November 13, 1978, as recorded in Volume 1734, Page 520 of the Deed Records of Denton County, Texas (D.R.D.C.T.), same being the south line of a called 5.1619 acre City Limit Parcel as described in a City of Carrollton Ordinance No. 3192, as approved December 4, 2007;

THENCE North 88 degrees 54 minutes 14 seconds East, along the north line of said Lot 1, Block A, said Ordinance No. 78-11-6, and the south line of said Ordinance No. 3192, a distance of 10.00 feet;

THENCE departing the south line of said Ordinance No. 3192, over and across said Lot 1, Block A, and said Ordinance No. 78-11-6, being parallel and 10-foot from the east R.O.W. line of said Charles Street, the following two (2) courses and distances:

- 1) South 00 degrees 16 minutes 20 seconds West, a distance of 411.22 feet to an angle point;
- 2) South 30 degrees 08 minutes 03 seconds East, a distance of 28.92 feet;

THENCE South 61 degrees 03 minutes 45 seconds East, continuing over and across said Lot 1, Block A, and said Ordinance Number 78-11-6, being parallel and 10-foot from the north R.O.W. line of West Plano Parkway (variable width R.O.W.), a distance of 136.08 feet;

**EXHIBIT A-1
ANNEXATION
THE TOWN OF HEBRON, DENTON COUNTY, TEXAS
APPROXIMATELY 0.7334 OF AN ACRE**

THENCE South 28 degrees 55 minutes 47 seconds West, continuing over and across said Lot 1, Block A, passing at a distance of 10.00 feet the southwest line of said Lot 1, Block A, same being the north R.O.W. line of said West Plano Parkway, passing at a distance of 120.00 feet the south R.O.W. line of said West Plano Parkway, same being in the north line of Lot 5, Block A of Plano/544 Business Park Addition, an addition to the City of Plano, according to the plat thereof, recorded in Document Number 2020-434 of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), continuing for a total distance of 123.45 feet to an angle point;

THENCE continuing over and across said Lot 5, Block A and said Ordinance No. 78-11-6, and being parallel and 10-foot from the east R.O.W. line of said Charles Street, the following three (3) courses and distances:

- 1) South 67 degrees 00 minutes 51 seconds West, a distance of 52.34 feet;
- 2) South 02 degrees 14 minutes 06 seconds West, a distance of 184.81 feet;
- 3) South 00 degrees 23 minutes 29 seconds East, passing at a distance of 328.56 feet the south line of said Lot 5, Block A, and the north line of Lot 4R, Block A of said Plano/544 Business Park Addition, for a total distance of 621.06 feet;

THENCE continuing over and across said Lot 4R, Block A and said Ordinance 78-11-6, and being parallel and 10-foot from the east R.O.W. line of said Charles Street, the following two (2) courses and distances:

- 1) South 00 degrees 34 minutes 57 seconds East, a distance of 3.13 feet to the beginning of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right, having a central angle of 28 degrees 17 minutes 15 seconds, a radius of 434.92 feet, passing at an arc length of 62.81 feet the south line of said Ordinance No. 78-11-6, same being the north line of a called 45.38 acre City Limit Parcel in City of Plano Ordinance No. 80-4-18, as approved April 14, 1980 recorded in Volume 1734, Page 597 of the Deed Records of Collin County, Texas (D.R.C.C.T.), continuing for a total arc length of 214.73 feet, and a chord bearing and distance of South 13 degrees 33 minutes 31 seconds West, 212.55 feet;

THENCE South 27 degrees 42 minutes 00 seconds West, continuing over and across said Lot 4R, Block A, and Ordinance No. 80-4-18, being parallel and 10-foot from the east R.O.W. line of said Charles Street, passing at a distance of 97.39 feet the south line of said Lot 4R, Block A, same being the north line of Lot 2, Block A of said Plano/544 Business Park Addition, continuing for a total distance of 107.39 feet;

**EXHIBIT A-1
ANNEXATION
THE TOWN OF HEBRON, DENTON COUNTY, TEXAS
APPROXIMATELY 0.7334 OF AN ACRE**

THENCE continuing over and across said Lot 2, Block A and said Ordinance No. 80-4-18, and being parallel and 10-foot from the east R.O.W. line of said Charles Street, the following four (4) courses and distances:

- 1) North 62 degrees 17 minutes 51 seconds West, a distance of 5.00 feet;
- 2) South 27 degrees 42 minutes 09 seconds West, a distance of 163.60 feet to the beginning of a tangent curve to the left;
- 3) Along said tangent curve to the left, having a central angle of 29 degrees 03 minutes 53 seconds, a radius of 259.25 feet, an arc length of 131.51 feet, and a chord bearing and distance of South 13 degrees 23 minutes 54 seconds West, 130.11 feet to the end of said curve;
- 4) South 00 degrees 54 minutes 21 seconds East, passing at a distance of 194.57 feet the south line of said Lot 2, Block A and said Ordinance No. 80-4-18, same being the north line of The Shops at Prestonwood, Phase 1, an addition to the City of Carrollton, according to the plat thereof, recorded in Cabinet Y, Page 58, P.R.D.C.T., and the north line of a called 37.493 acre City Limit Parcel described in City of Carrollton Ordinance No. 3094, as approved October 3, 2006, a total distance of 204.58 feet;

THENCE South 88 degrees 00 minutes 36 seconds West, over and across The Shops at Prestonwood, Phase 1 and said Ordinance 3094, a distance of 19.96 feet to the west line of said The Shops at Prestonwood, Phase 1, the west line of said Ordinance No. 3094, same being the east R.O.W. line of said Charles Street;

THENCE along the west line of said Shops at Prestonwood, Phase 1, the west line of said Ordinance 3094, and the east R.O.W. line of said Charles Street, the following three (3) courses and distances:

- 1) South 01 degrees 07 minutes 35 seconds East, a distance of 417.94 feet;
- 2) South 00 degrees 38 minutes 47 seconds East, a distance of 45.73 feet;
- 3) South 01 degrees 02 minutes 28 seconds East, a distance of 328.18 feet to the southwest end of a corner clip at the southeast intersection of said Charles Street and the south R.O.W. line of Creekway Drive (a variable width R.O.W.), same being the northwest corner of Lot 57, Block F of said The Shops of Prestonwood, Phase 1;

THENCE South 87 degrees 31 minutes 03 seconds West, departing the west line of The Shops at Prestonwood, Phase I, over and across said Charles Street, a distance of 10.00 feet;

**EXHIBIT A-1
ANNEXATION
THE TOWN OF HEBRON, DENTON COUNTY, TEXAS
APPROXIMATELY 0.7334 OF AN ACRE**

THENCE over and across said Charles Street, being parallel and 10-foot from the east R.O.W. line of said Charles Street, the following three (3) courses and distances:

- 1) North 01 degrees 02 minutes 28 seconds West, a distance of 328.47 feet;
- 2) North 00 degrees 38 minutes 47 seconds West, a distance of 45.72 feet;
- 3) North 01 degrees 07 minutes 35 seconds West, a distance of 427.75 feet;

THENCE North 88 degrees 00 minutes 36 seconds East, passing at a distance of 10.00 feet the northwest corner of The Shops at Prestonwood, Phase 1, the northwest corner of said Ordinance 3094, and an angle point in the east R.O.W. line of said Charles Street, continuing for a total distance of 20.00 feet to the southwest corner of Lot 2, Block A, and being in the east R.O.W. line of said Charles Street, and said Ordinance Number 80-4-18;

THENCE along the west line of said Lot 2, Block A, and the east R.O.W. line of said Charles Street, over and across said Ordinance No. 80-4-18, the following three (3) courses and distances:

- 1) North 00 degrees 54 minutes 21 seconds West, a distance of 194.76 feet to the beginning of a tangent curve to the right;
- 2) Along said tangent curve to the right, having a central angle of 28 degrees 36 minutes 27 seconds, a radius of 273.31 feet, an arc length of 136.46 feet, and a chord bearing and distance of North 13 degrees 23 minutes 54 seconds East, 135.05 feet;
- 3) North 27 degrees 42 minutes 09 seconds East, a distance of 173.60 feet the northwest corner of said Lot 2, Block A, and an angle point in the R.O.W. of said Charles Street;

THENCE South 62 degrees 17 minutes 51 seconds East, along the north line of said Lot 2, Block A, and south R.O.W. line of said Charles Street, continuing over and across said Ordinance No. 80-4-18, a distance of 5.00 feet to the southwest corner of said Lot 4R;

THENCE along the west line of said Lot 4R, and the east R.O.W. line of said Charles Street, continuing over and across said Ordinance No. 80-4-18, the following two (2) courses and distances:

- 1) North 27 degrees 42 minutes 00 seconds East, a distance of 97.39 to the beginning of a non-tangent curve to the left;

**EXHIBIT A-1
ANNEXATION
THE TOWN OF HEBRON, DENTON COUNTY, TEXAS
APPROXIMATELY 0.7334 OF AN ACRE**

- 2) Along said non-tangent curve to the left, having a central angle of 28 degrees 17 minutes 15 seconds, a radius of 424.93 feet, passing at an arc length of 147.01 feet the north line of said Ordinance 80-4-18 and south line of said Ordinance No. 78-11-6, continuing for a total arc length of 209.79 feet, and a chord bearing and distance of North 13 degrees 33 minutes 31 seconds East, 207.67

THENCE along the west line of said Lot 4R, and the east R.O.W. line and said Charles Street, and the west line of said Ordinance No. 78-11-6, the following two (2) courses and distances:

- 1) North 00 degrees 34 minutes 57 seconds West, a distance of 3.15 feet;
- 2) North 00 degrees 23 minutes 29 seconds West, passing at a distance of 292.52 the northwest corner of said Lot 4R and southwest corner of said Lot 5, continuing for a total distance of 621.31 feet;

THENCE North 02 degrees 14 minutes 06 seconds East, along the west line of said Lot 5, and the east R.O.W. line of said Charles Street, over and across said west line of said Ordinance No. 78-11-6, a distance of 191.38 feet to the most westerly northwest corner of said Lot 5, being the southwest corner of a corner clip at the intersection of the northeast line of said Charles Street and southeast line of said West Plano Parkway;

THENCE North 67 degrees 00 minutes 51 seconds East, along said corner clip, over and across said Ordinance No. 78-11-6, a distance of 55.23 feet to the most northerly northwest corner of said Lot 5;

THENCE North 28 degrees 55 minutes 47 seconds East, over and across said Plano Parkway and said Ordinance No. 78-11-6, a distance of 110.00 feet to the southwest line of said Lot 1, Block A, same being the north R.O.W. line of West Plano Parkway;

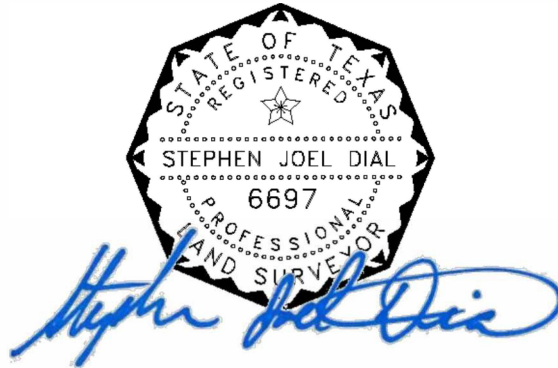
THENCE North 61 degrees 03 minutes 45 seconds West, along the southwest line of said Lot 1, Block A, and north R.O.W. line of said West Plano Parkway, continuing over and across said Ordinance 78-11-6, a distance of 128.85 feet to the most southerly southwest corner of said Lot 1, being the southeast corner of corner clip at the northeast intersection of the east R.O.W. line of said Charles Street and the north R.O.W. line of said West Plano Parkway;

THENCE North 30 degrees 08 minutes 03 seconds West, along said corner clip, over and across said Ordinance 78-11-6, a distance of 34.40 feet to the most westerly southwest corner of said Lot 1, Block A;

THENCE North 00 degrees 16 minutes 20 seconds East, along the east R.O.W. line of said Charles Street, the west line of said Lot 1, Block A, continuing over and across said Ordinance

**EXHIBIT A-1
ANNEXATION
THE TOWN OF HEBRON, DENTON COUNTY, TEXAS
APPROXIMATELY 0.7334 OF AN ACRE**

78-11-6, a distance of 411.22 feet to the **POINT OF BEGINNING**, containing within the metes recited an area of 0.7334 acres (31,946 square feet) of land, more or less.



**EXHIBIT A-2
PLANO BOUNDARY LINE
DENTON COUNTY, TEXAS**

THIS DOCUMENT WAS PREPARED FOR USE BY THE CITY OF PLANO IN DENTON COUNTY, TEXAS, AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEING a line segment to designate the limits between the City of Plano and the Town of Hebron, situated in the Abiah Dyer Survey, Abstract No. 360, and the John Smith Survey, Abstract No. 1226, situated in Denton County, Texas, and being more particularly described as follows:

BEGINNING in the north line of Lot 1, Block A of the Village at Prestonwood Addition, an addition to the City of Plano, according to the plat thereof, recorded in Cabinet V, Page 93 of the Plat Records of Denton County, Texas (P.R.D.C.T.), and in the north line of a called 797.7073 acre City Limit Parcel described in City of Plano Ordinance No. 78-11-6, adopted November 13, 1978, as recorded in Volume 1734, Page 520 of the Deed Records of Denton County, Texas (D.R.D.C.T.), same being the south line of a called 5.1619 acre City Limit Parcel as described in a City of Carrollton Ordinance No. 3192, as approved December 4, 2007, the northwest corner of said Lot 1, Block A and the east right-of-way (R.O.W.) line of Charles Street (variable width R.O.W.) bears, South 88 degrees 54 minutes 14 seconds West, 10.00 feet;

THENCE departing the north line of said Ordinance No. 78-11-6, and the south line of said Ordinance No. 3192, over and across said Lot 1, Block A, being parallel and 10-foot from the east R.O.W. line of said Charles Street, the following three (3) courses and distances:

- 1) South 00 degrees 16 minutes 20 seconds West, a distance of 411.22 feet to an angle point;
- 2) South 30 degrees 08 minutes 03 seconds East, a distance of 28.92 feet to an angle point;
- 3) South 61 degrees 03 minutes 45 seconds East, a distance of 136.08 feet to an angle point;

THENCE South 28 degrees 55 minutes 47 seconds West, continuing over and across said Lot 1, passing at a distance of 10.00 feet the southwest line of said Lot 1, Block A, same being the north R.O.W. line of West Plano Parkway (variable width R.O.W.), passing at a distance of 120.00 feet the south R.O.W. line of said West Plano Parkway, same being in the north line of Lot 5, Block A of Plano/544 Business Park Addition, an addition to the City of Plano, according to the replat thereof, recorded in Document Number 2020-434 Official Public Records of Denton County Texas (O.P.R.D.C.T.), continuing for a total distance of 123.45 feet to an angle point;

**EXHIBIT A-2
PLANO BOUNDARY LINE
DENTON COUNTY, TEXAS**

THENCE continuing over and across said Lot 5, Block A and said Ordinance No. 78-11-6, and being parallel and 10-foot from the east R.O.W. line of said Charles Street, the following three (3) courses and distances:

- 1) South 67 degrees 00 minutes 51 seconds West, a distance of 52.34 feet;
- 2) South 02 degrees 14 minutes 06 seconds West, a distance of 184.81 feet;
- 3) South 00 degrees 23 minutes 29 seconds East, passing at a distance of 328.56 feet the south line of said Lot 5, Block A, and the north line of Lot 4R, Block A of said Plano/544 Business Park Addition, continuing for a total distance of 621.06 feet;

THENCE continuing over and across said Lot 4R, Block A and said Ordinance No. 78-11-6, and being parallel and 10-foot from the east R.O.W. line of said Charles Street, the following two (2) courses and distances:

- 1) South 00 degrees 34 minutes 57 seconds East, a distance of 3.13 feet to the beginning of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right, having a central angle of 28 degrees 17 minutes 15 seconds, a radius of 434.92 feet, passing at an arc length of 62.81 feet the south line of said Ordinance No. 78-11-6, same being the north line of a called 45.38 acre City Limit Parcel in City of Plano Ordinance No. 80-4-18, approved April 14, 1980, as recorded in Volume 1734, Page 597 of the Deed Records of Collin County, Texas (D.R.C.C.T.), continuing for a total arc length of 214.73 feet, and a chord bearing and distance of South 13 degrees 33 minutes 31 seconds West, 212.55 feet;

THENCE South 27 degrees 42 minutes 00 seconds West, continuing over and across said Lot 4R, Block A and Ordinance No. 80-4-18, passing at a distance of 97.39 feet the south line of said Lot 4R, Block A, same being the north line of Lot 2, Block A of Plano/544 Business Park Addition, an addition to the City of Plano, according to the plat thereof, recorded in Cabinet N, Page 207, P.R.D.C.T., continuing for a total distance of 107.39 feet;

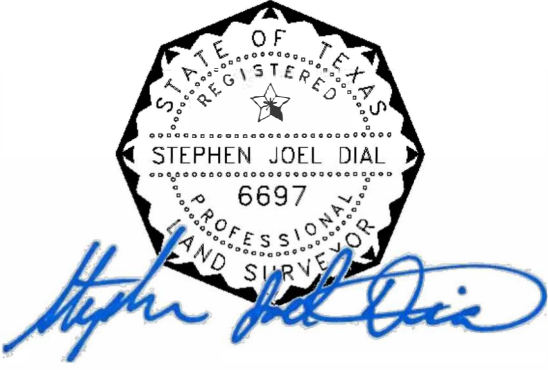
THENCE continuing over and across said Lot 2, Block A, said Ordinance No. 80-4-18, and being parallel and 10-foot from the east R.O.W. line of said Charles Street, the following three (3) courses and distances:

- 1) North 62 degrees 17 minutes 51 seconds West, a distance of 5.00 feet;
- 2) South 27 degrees 42 minutes 09 seconds West, a distance of 163.60 feet to the beginning of a tangent curve to the left;

**EXHIBIT A-2
PLANO BOUNDARY LINE
DENTON COUNTY, TEXAS**

- 3) Along said tangent curve to the left, having a central angle of 29 degrees 03 minutes 53 seconds, a radius of 259.25 feet, an arc length of 131.51 feet, and a chord bearing and distance of South 13 degrees 23 minutes 54 seconds West, 130.11 feet to the end of said curve;

THENCE South 00 degrees 54 minutes 21 seconds East, continuing over and across said Lot 2, Block A, and said Ordinance Number 80-4-18, a distance of 194.57 feet to the south line of said Lot 2, Block A and said Ordinance No. 80-4-18, same being the north line of The Shops at Prestonwood, Phase 1, an addition to the City of Carrollton, according to the plat thereof, recorded in Cabinet Y, Page 58, P.R.D.C.T., and the **END OF THE DESCRIPTION.**



**EXHIBIT A-3
CARROLLTON BOUNDARY LINE
DENTON COUNTY, TEXAS**

THIS DOCUMENT WAS PREPARED FOR USE BY THE CITY OF CARROLLTON IN DENTON COUNTY, TEXAS, AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEING a line segment to designate the limits between the City of Carrollton and the Town of Hebron, situated in the Abiah Dyer Survey, Abstract No. 360, the John M. Myers Survey, Abstract No. 882, and the John Smith Survey, Abstract No. 1226, situated in Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 1, Block A of the Village at Prestonwood Addition, an addition to the City of Plano, according to the plat thereof, recorded in Cabinet V, Page 93 of the Plat Records of Denton County, Texas (P.R.D.C.T.), and being in the east right-of-way (R.O.W.) line of said Charles Street (variable width R.O.W.), being in the north line of a called 797.7073 acre City Limit Parcel described in City of Plano Ordinance No. 78-11-6, as recorded in Volume 1734, Page 520 of the Deed Records of Denton County, Texas (D.R.D.C.T.) adopted November 13, 1978, same being the south line of a called 5.1619 acres, as described in a City of Carrollton Ordinance No. 3192, as approved December 4, 2007;

THENCE South 00 degrees 16 minutes 20 seconds West, departing the south line of said Ordinance No. 3192, along the east R.O.W. line of said Charles Street and the west line of said Lot 1, Block A, a distance of 411.22 feet to an angle point in the north end of a corner clip at the intersection of the east R.O.W. line of said Charles Street and the north R.O.W. line of West Plano Parkway (variable width R.O.W.);

THENCE South 30 degrees 08 minutes 03 seconds East, along said corner clip, a distance of 34.40 feet to an angle point in said common line;

THENCE South 61 degrees 03 minutes 45 seconds East, along the north R.O.W. line of said West Plano Parkway, a distance of 128.85 feet;

THENCE South 28 degrees 55 minutes 47 seconds West, departing the south line of said Lot 1, Block A, over and across said West Plano Parkway, a distance of 110.00 feet to the most northerly northwest corner of Lot 5, Block A of Plano/544 Business Park Addition, an addition to the City of Plano, according to the plat thereof, recorded in Document Number 2020-434 of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), being at the intersection of the south R.O.W. line of said West Plano Parkway and the east R.O.W. line of said Charles Street;

THENCE along the east R.O.W. line of said Charles Street and the west line of said Lot 5, Block A, the following three (3) courses and distances:

**EXHIBIT A-3
CARROLLTON BOUNDARY LINE
DENTON COUNTY, TEXAS**

- 1) South 67 degrees 00 minutes 51 seconds West, a distance of 55.23 feet to an angle point;
- 2) South 02 degrees 14 minutes 06 seconds West, a distance of 191.38 feet to an angle point;
- 3) South 00 degrees 23 minutes 29 seconds East, passing at a distance of 328.79 feet the southwest corner of said Lot 5, Block A, and the northwest corner of Lot 4R, Block A of said Plano/544 Business Park Addition, for a total distance of 621.31 feet to an angle point;

THENCE along the east R.O.W. line of said Charles Street and the west line of said Lot 4R, Block A, the following three (3) courses and distances:

- 1) South 00 degrees 34 minutes 57 seconds East, a distance of 3.15 feet to the beginning of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right, having a central angle of 28 degrees 17 minutes 15 seconds, a radius of 424.93 feet, passing at an arc length of 62.15 feet the south line of said Ordinance No. 78-11-6, same being the north line of a called 45.38 acre City Limit Parcel in City of Plano Ordinance No. 80-4-18, as recorded in Volume 1734, Page 597, D.R.C.C.T., approved April 14, 1980, continuing for a total arc length of 209.79 feet, and a chord bearing and distance of South 13 degrees 33 minutes 31 seconds West, 207.67 feet to the end of said curve;
- 3) South 27 degrees 42 minutes 00 seconds West, a distance of 97.39 feet to the southwest corner of said Lot 4R, Block A, being in the north line of Lot 2, Block A of said Plano/544 Business Park Addition;

THENCE North 62 degrees 17 minutes 51 seconds West, along the south R.O.W. line of said Charles Street, and the north line of said Lot 2, Block A, a distance of 5.00 feet to the northwest corner of said Lot 2, Block A;

THENCE along the east R.O.W. line of said Charles Street, and the west line of said Lot 2, Block A, the following three (3) courses and distances:

- 1) South 27 degrees 42 minutes 09 seconds West, along the east R.O.W. line of said Charles Street, and the west line of said Lot 2, Block A, a distance of 173.60 feet to the beginning of a tangent curve to the left;
- 2) Along said curve to the left, having a central angle of 28 degrees 36 minutes 27 seconds, a radius of 273.31 feet, an arc length of 136.46 feet, and a chord bearing and distance of South 13 degrees 23 minutes 54 seconds West, 135.05 feet to the end of said curve;

**EXHIBIT A-3
CARROLLTON BOUNDARY LINE
DENTON COUNTY, TEXAS**

- 3) South 00 degrees 54 minutes 21 seconds East, a distance of 194.76 feet to the southwest corner of said Lot 2, Block A, same being in the north line of The Shops at Prestonwood, Phase 1, an addition to the City of Carrollton, according to the plat thereof, recorded in Cabinet Y, Page 58, P.R.D.C.T., being in the south line of said Ordinance No. 80-4-18, an inner Ell corner in said Charles Street R.O.W., and the north line of a called 37.493 acre City Limit Parcel described in City of Carrollton Ordinance No. 3094, as approved October 3, 2006;

THENCE South 88 degrees 00 minutes 36 seconds West, along the south R.O.W. line of said Charles Street, the north line of The Shops at Prestonwood, Phase 1, and said Ordinance No. 3094, a distance of 10.00 feet to an Ell corner in said Charles Street R.O.W., the northwest corner of The Shops at Prestonwood, Phase 1, and said Ordinance No. 3094;

THENCE South 01 degrees 07 minutes 35 seconds East, along the east R.O.W. line of said Charles Street and the west line of The Shops at Prestonwood, Phase 1, and said Ordinance No. 3094, a distance of 427.94 feet to an angle point;

THENCE South 00 degrees 38 minutes 47 seconds East, continuing along said common line, a distance of 45.73 feet to an angle point;

THENCE South 01 degrees 02 minutes 28 seconds East, continuing along said common line, a distance of 328.18 feet to the intersection of the east R.O.W. line of said Charles Street and the south R.O.W. line of Creekway Drive (variable width R.O.W.) and the **END OF THE DESCRIPTION.**



EXHIBIT 2

CITY OF CARROLLTON SERVICE PLAN

POLICE

The City of Carrollton Police Department will provide protection and service to the area. It is anticipated that the implementation of police protection and service can be effectively accommodated within the current budget and staff appropriation. No significant impacts on Police Department resources are anticipated.

FIRE

The City of Carrollton Fire Department will provide protection and service to the area. It is anticipated that the implementation of fire protection and service can be effectively accommodated within the current budget and staff appropriation. No significant impacts on Fire Department resources are anticipated.

SOLID WASTE COLLECTION, WATER AND WASTEWATER SERVICE

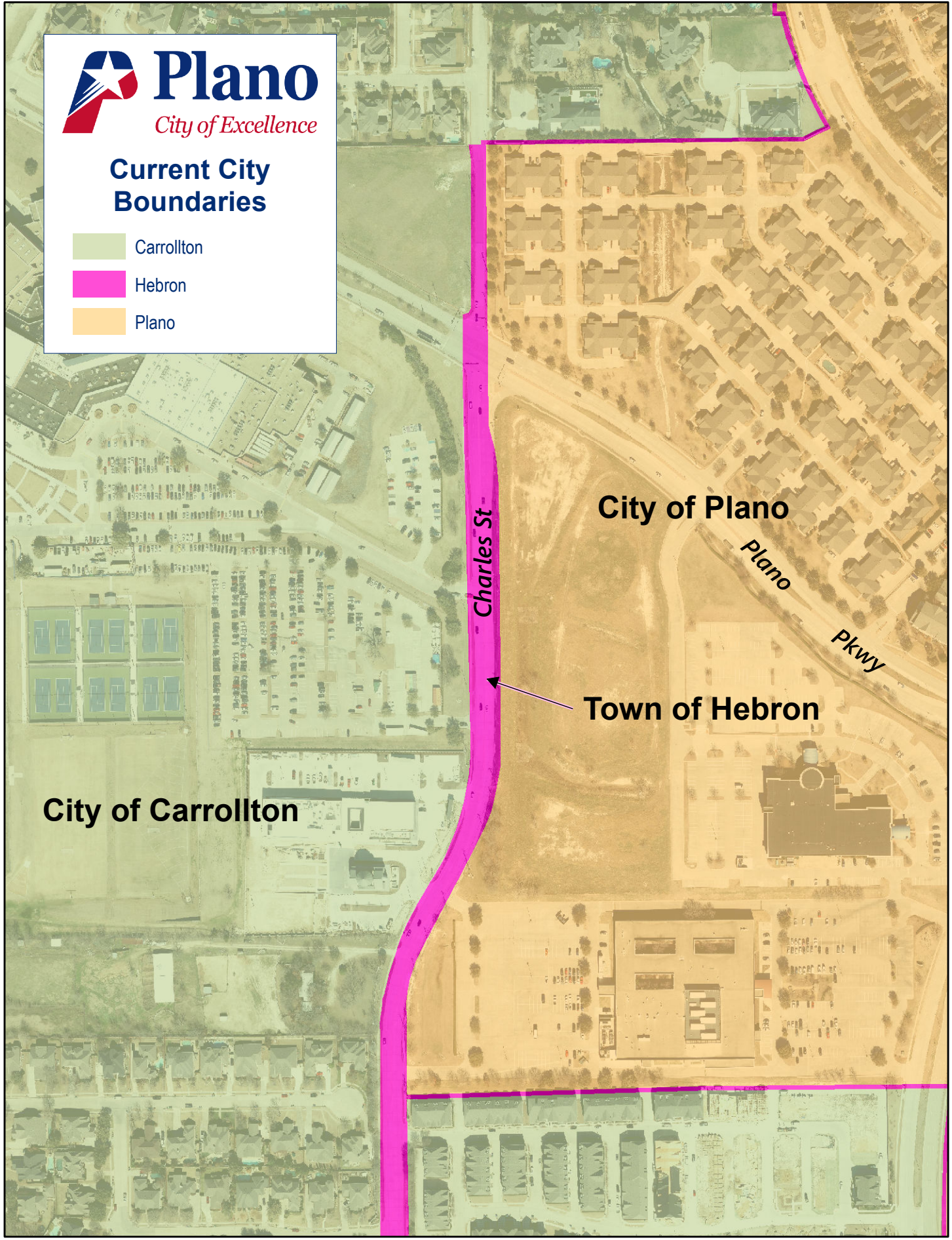
N/A

STREET MAINTENANCE

The operation and maintenance of the street, street lighting, street marking, and other traffic control devices will be in accordance with other practices in all other areas of the city.

MISCELLANEOUS

The operation and maintenance of roads, streets, road and street lighting will be in accordance with practices in all other areas of the city.



Current City Boundaries

- Carrollton
- Hebron
- Plano

City of Carrollton

City of Plano

Town of Hebron

Charles St

Plano

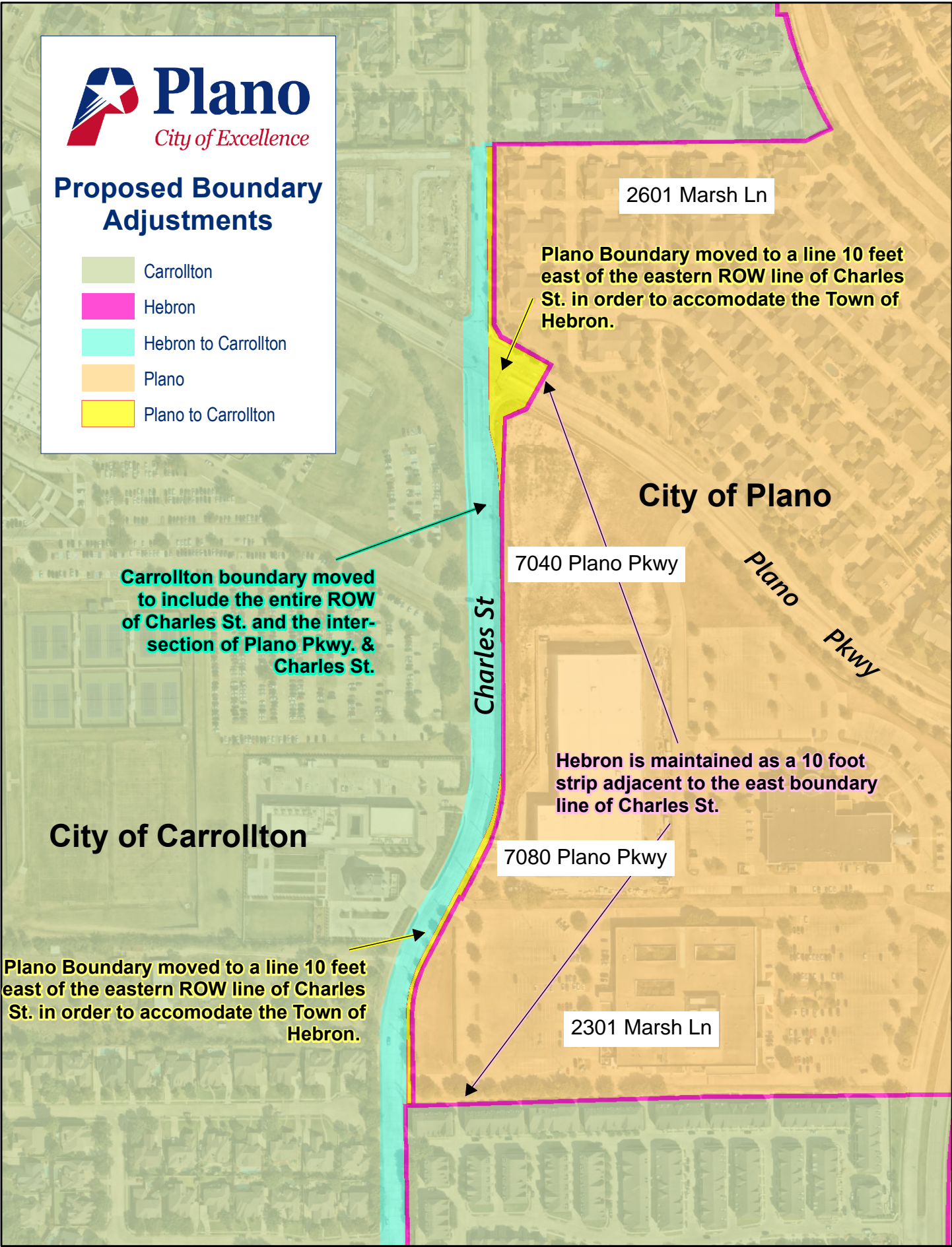
Pkwy





Proposed Boundary Adjustments

- Carrollton
- Hebron
- Hebron to Carrollton
- Plano
- Plano to Carrollton

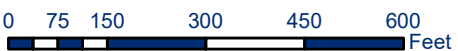


Carrollton boundary moved to include the entire ROW of Charles St. and the intersection of Plano Pkwy. & Charles St.

Plano Boundary moved to a line 10 feet east of the eastern ROW line of Charles St. in order to accommodate the Town of Hebron.

Plano Boundary moved to a line 10 feet east of the eastern ROW line of Charles St. in order to accommodate the Town of Hebron.

Hebron is maintained as a 10 foot strip adjacent to the east boundary line of Charles St.





CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: Engineering-Transportation
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Establishes no parking zones along Marsalis Lane and Mosswood Drive
RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To amend Section 12-102 (e), Prohibited on certain streets on school days during certain hours, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to establish no parking zones along Marsalis Lane and Mosswood Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. **Adopted Ordinance No. 2025-3-8**

BACKGROUND

Marsalis Lane and Mosswood Drive are thirty-six (36) foot wide minor collector streets adjacent to McCall Elementary School.

During school drop-off and pick-up times, parents park their vehicles on both sides of Marsalis Lane and Mosswood Drive, impeding flow of traffic and sight distance.

The principal at McCall Elementary School requested the proposed parking restrictions and successfully obtained neighborhood support by completing the established petition process.

The Transportation Engineering Division recommends an amendment to the Code of Ordinances to establish no parking zones along and upon the south side of Marsalis Lane and the north side of Mosswood Drive.

FINANCIAL SUMMARY/STRATEGIC GOALS

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

Approval of this Ordinance supports the City's Strategic Plan Critical Success Factor of Multi-Modal Transportation and Mobility Solutions.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/10/2025	Ordinance
Map	3/19/2025	Map

An Ordinance of the City of Plano, Texas amending Section 12-102 (e), Prohibited on certain streets on school days during certain hours, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to establish no parking zones along Marsalis Lane and Mosswood Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, Marsalis Lane and Mosswood Drive are thirty-six (36) foot wide minor collector streets adjacent to McCall Elementary School; and

WHEREAS, during school drop-off and pick-up times, parents park their vehicles on both sides of Marsalis Lane and Mosswood Drive, impeding flow of traffic and sight distance; and

WHEREAS, the principal at McCall Elementary School requested the proposed parking restrictions and successfully obtained neighborhood support by completing the established petition process; and

WHEREAS, the Transportation Engineering Division recommends an amendment to the Code of Ordinances to establish no parking zones along and upon the south side of Marsalis Lane and the north side of Mosswood Drive.

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

Section I. It shall be unlawful for any person to stop, stand, or park a motor vehicle along a certain section of Marsalis Lane and Mosswood Drive, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-102 (e), Prohibited on certain streets on school days during certain hours, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, is hereby amended by adding the following subsections:

“Marsalis Lane:

- (1) Along the south side of Marsalis Lane from its intersection with Cloverhaven Way to a point four hundred forty (440) feet west of its intersection with Cloverhaven Way between the hours of 7:00 a.m. to 8:00 a.m., and 2:30 p.m. to 3:30 p.m. on school days.”

“Mosswood Drive:

- (1) Along the north side of Mosswood Drive from a point fifty (50) feet west of its intersection with Cloverhaven Way to a point four hundred sixty (460) feet west of its intersection with Cloverhaven Way between the hours of 7:00 a.m. to 8:00 a.m., and 2:30 p.m. to 3:30 p.m. on school days.”

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

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

Section V. Any violation of any provision or term of this Ordinance shall be a Class C Misdemeanor offense. Any person, firm, corporation, or association who is adjudged guilty of a Class C Misdemeanor offense under this Ordinance shall be punished by a fine not to exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

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

PASSED AND APPROVED on the 24th day of March, 2025.

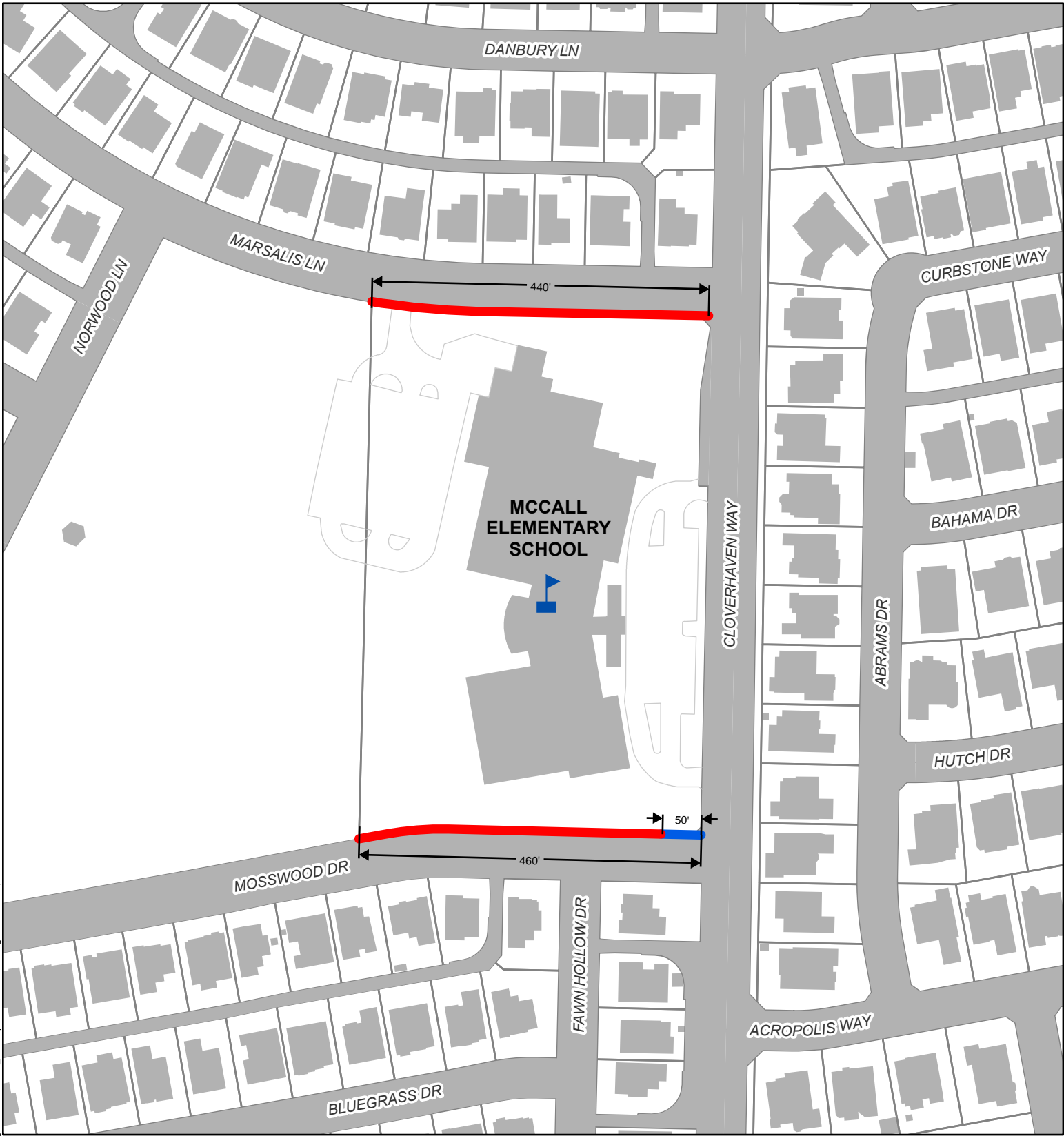
John B. Muns, MAYOR

ATTEST:

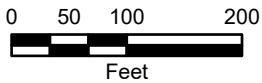
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



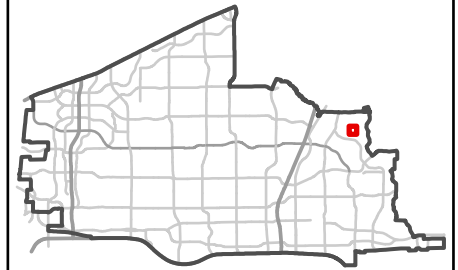
mshaw.Z:\BI-GIS\Projects\Engineering\2025\02-18_NoParkingNearMcCallElem_IMS\MapDocument\NoParkingNearMcCall.aprx



**Proposed No Parking, Stopping, or Standing Zone:
Marsalis Ln and Mosswood Dr**

- █ EXISTING NO PARKING ANY TIME ZONE
- █ PROPOSED NO PARKING, STOPPING, OR STANDING ZONE [7:00 - 8:00 AM & 2:30 - 3:30 PM (SCHOOL DAYS)]

Project Location





CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025

DEPARTMENT: Zoning

DIRECTOR: Christina Day, Director of Planning

Public Hearing and consideration of appeals of the Planning & Zoning Commission's

AGENDA ITEM: denials of Zoning Case 2024-023 and Preliminary Site Plan 2024-036. **(Requesting to Table to 4/28/2025)**

RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Public Hearing and consideration of Appeals of the Planning & Zoning Commission's denials of Zoning Case 2024-023 and Preliminary Site Plan 2024-036. Request to rezone 6.6 acres located on the west side of K Avenue, 2,240 feet south of Spring Creek Parkway from Corridor Commercial to Single-Family Residence Attached. 49 Single-Family Residence Attached lots on 6 acres located on the west side of K Avenue, 2,240 feet south of Spring Creek Parkway. Petitioner: Shahid Rasul. (The petitioner is requesting to table the appeals to the April 28, 2025, meeting.) **Conducted and item tabled to the April 28, 2025, meeting.**

BACKGROUND

The petitioner is requesting to table this item to the April 28, 2025 meeting per the attached letter.

The letter states that the purchaser is visiting with an adjoining owner to discuss purchasing the property. The notice for this case does not extend to any other property, and the Planning & Zoning Commission has not made a recommendation on such. If property is added to the request, a new case should be submitted for notice and hearings.

ATTACHMENTS:

Description	Upload Date	Type
Request to Table	3/17/2025	Letter

Shahid Rasul
7612 Peach Blossom Drive
Plano, Texas 75025-3744

March 14, 2025

Mr. John Kim
AICP Candidate
Planner
City of Plano
1520 K Avenue
Plano, Texas 75074

Re: Zoning Case Number – ZC2024-023

Dear Mr. Kim,

The above captioned zoning case is scheduled to be heard by the Plano City Council on March 24, 2025.

I hereby request the hearing before the Plano City Council moved to April 28, 2025.

The reason for the request is that the Purchaser of the property is in the process of hiring an attorney, to represent us at the Council Hearing and we need to adjust to his schedule.

In addition, the Purchaser is visiting with the adjoining owner to possible buy his property and include in the total project.

Your consideration to accept the request is appreciated.

Thank you.

Sincerely,


Shahid Rasul

Cc:
Nour Din
Safwan Aly
Jim Christon



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: Zoning
DIRECTOR: Christina Day, Director of Planning
AGENDA ITEM: Public hearing and consideration of an ordinance as requested in Zoning Case 2025-001.
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2025-001 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 81 for Trade School on 0.1 acre of land located on the south side of Dexter Drive, 710 feet east of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-194-General Office, directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioner: Lokre Enterprise, Inc. **Conducted and adopted Ordinance No. 2025-3-9.**

BACKGROUND

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

FINANCIAL SUMMARY/STRATEGIC GOALS

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

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/17/2025	Ordinance
Supporting Documents	3/17/2025	Informational

Zoning Case 2025-001

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 81 for Trade School on 0.1 acre of land out of the Denton Darby Survey, Abstract No. 260, located on the south side of Dexter Drive, 710 feet east of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-194-General Office, directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 24th day of March, 2025, for the purpose of considering granting Specific Use Permit No. 81 for Trade School on 0.1 acre of land out of the Denton Darby Survey, Abstract No. 260, located on the south side of Dexter Drive, 710 feet east of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-194-General Office; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 24th day of March, 2025; and

WHEREAS, the City Council is of the opinion and finds that granting Specific Use Permit No. 81 for Trade School on 0.1 acre of land out of the Denton Darby Survey, Abstract No. 260, located on the south side of Dexter Drive, 710 feet east of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-194-General Office, would not be detrimental to the public health, safety, or general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 81 for Trade School on 0.1 acre of land out of the Denton Darby Survey, Abstract No. 260, located on the south side of Dexter Drive, 710 feet east of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-194-General Office, said property being described in the legal description in Exhibit A attached hereto.

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

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

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

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

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

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

PASSED AND APPROVED on the 24th day of March, 2025.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2025-001**FIRST FLOOR PROPERTY DESCRIPTION**

WHEREAS Lokre Enterprise Inc. are the owners of Suite 200, being a part of Lot 1R, Block A of Preston Pointe Manor Care Addition as recorded in Volume R, Page 227 of the Plat Records of Collin County, Texas, situated in the State of Texas, County of Collin, City of Plano, being part of the Denton Darby Survey, Abstract No. 260, and more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the south right-of-way line of Dexter Drive (60-foot right-of-way), marking the northwest corner of Lot 2R, Block A of Preston Pointe Manor Care Addition as recorded in Volume R, Page 227 of the Plat Records of Collin County, Texas, and the northerly most northeast corner of Lot 1R, Block A of Preston Pointe Manor Care Addition;

THENCE with the west line of Lot 2R and the east line of Lot 1R; South 10°56'01" West, 42.50 feet to an "X" found marking an exterior corner of Lot 2R and an interior corner of Lot 1R; South 06°04'29" West, 43.34 feet crossing through Lot 1R to a point marking the POINT OF BEGINNING, same being the northeast corner of the herein described premises;

THENCE continuing to cross through Lot 1R as follows: South 04°25'21" West, 14.55 feet to a point marking an exterior corner of said premises; North 85°34'39" West, 0.45 feet to a point marking an interior corner of said premises; South 04°25'21" West, 13.15 feet to a point marking the southeast corner of said premises; North 85°34'39" West, 31.85 feet to a point marking the southwest corner of said premises; North 04°25'21" East, 6.61 feet to a point marking the westerly most northwest corner of said premises; South 85°34'39" East, 10.05 feet to a point marking an interior corner of said premises; North 04°25'21" East, 20.60 feet to a point marking a northwest corner of said premises; South 85°34'39" East, 8.10 feet to a point marking an interior corner of said premises; North 04°25'21" East, 0.50 feet to a point marking a northwest corner of said premises; South 85°34'39" East, 14.15 feet to the **PLACE OF BEGINNING AND CONTAINING** 673 square feet or 0.015 acres of land.

SECOND FLOOR PROPERTY DESCRIPTION

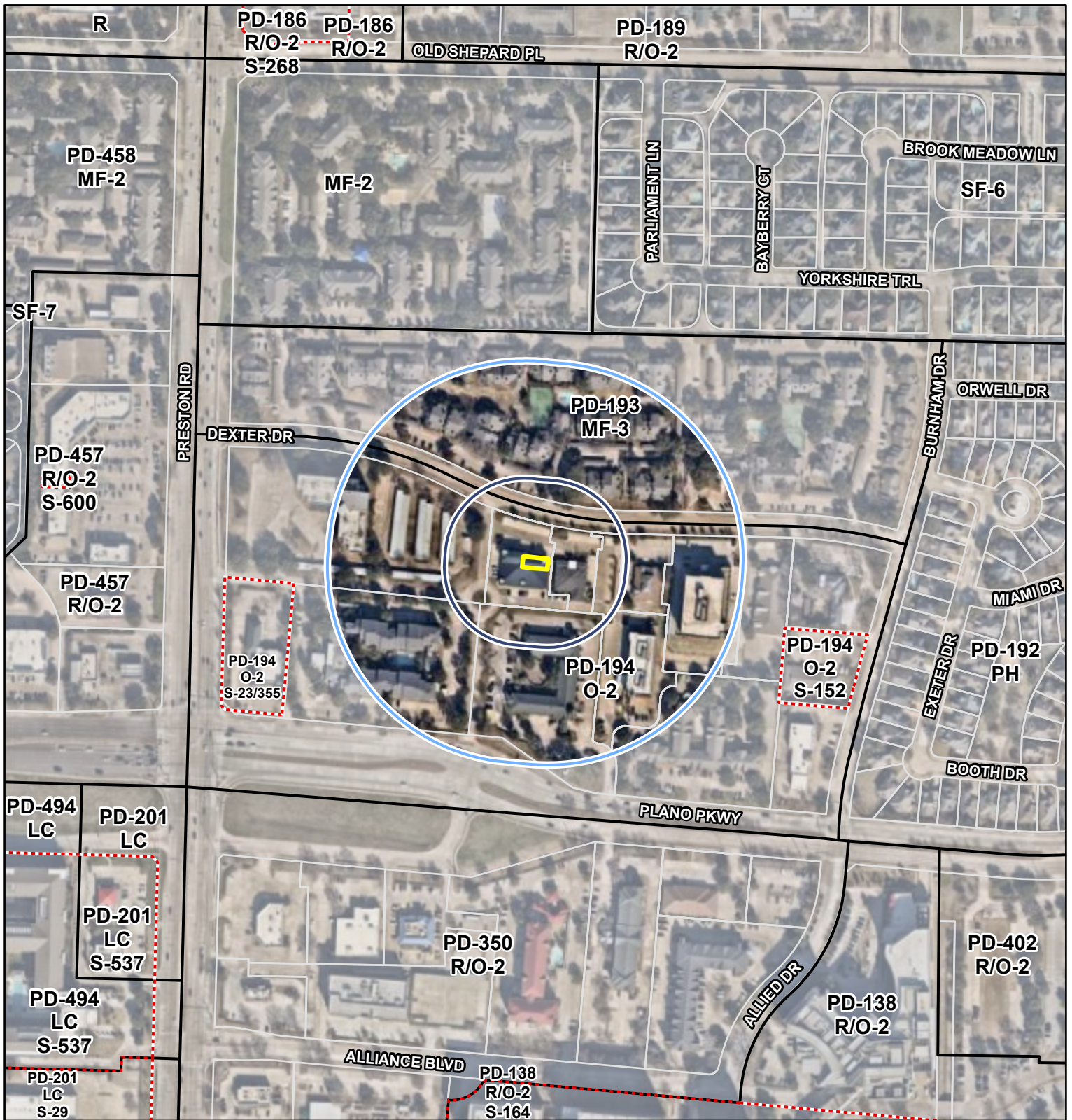
WHEREAS Lokre Enterprise Inc. are the owners of Suite 200, being a part of Lot 1R, Block A of Preston Pointe Manor Care Addition as recorded in Volume R, Page 227 of the Plat Records of Collin County, Texas, situated in the State of Texas, County of Collin, City of Plano, being part of the Denton Darby Survey, Abstract No. 260, and more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the south right-of-way line of Dexter Drive (60 foot right-of-way), marking the northwest corner of Lot 2R, Block A of Preston Pointe Manor Care Addition as recorded in Volume R, Page 227 of the Plat Records of Collin County, Texas, and the northerly most northeast corner of Lot 1R, Block A of Preston Pointe Manor Care Addition;

THENCE with the west line of Lot 2R and the east line of Lot 1R; South 10°56'01" West, 42.50 feet to an "X" found marking an exterior corner of Lot 2R and an interior corner of Lot 1R; South 06°04'29" West, 43.34 feet crossing through Lot 1R to a point marking the POINT OF BEGINNING, same being the northeast corner of the herein described premises;

THENCE continuing to cross through Lot 1R as follows: South 04°25'21" West, 14.55 feet to a point marking an exterior corner of said premises; North 85°34'39" West, 0.45 feet to a point marking an interior corner of said premises; South 04°25'21" West, 13.15 feet to a point marking the southeast corner of said premises; North 85°34'39" West, 64.95 feet to a point marking the southwest corner of said premises; North 04°25'21" East, 26.51 feet to a point marking the

westerly most northwest corner of said premises; South 85°34'39" East, 4.60 feet to a point marking an interior corner of said premises; North 04°25'21" East, 0.70 feet to a point marking the northerly most northwest corner of said premises; South 85°34'39" East, 38.55 feet to a point marking an exterior corner of said premises; South 04°25'21" West, 14.75 feet to a point marking an interior corner of said premises; South 85°34'39" East, 8.70 feet to a point marking an interior corner of said premises; North 04°25'21" East, 15.25 feet to a point marking an exterior corner of said premises; South 85°34'39" East, 13.55 feet to the **PLACE OF BEGINNING AND CONTAINING** 1,649 square feet or 0.038 acres of land.



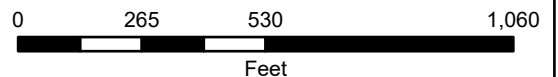
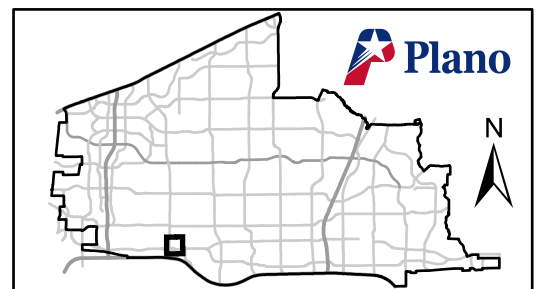
Project Number: ZC2025-001

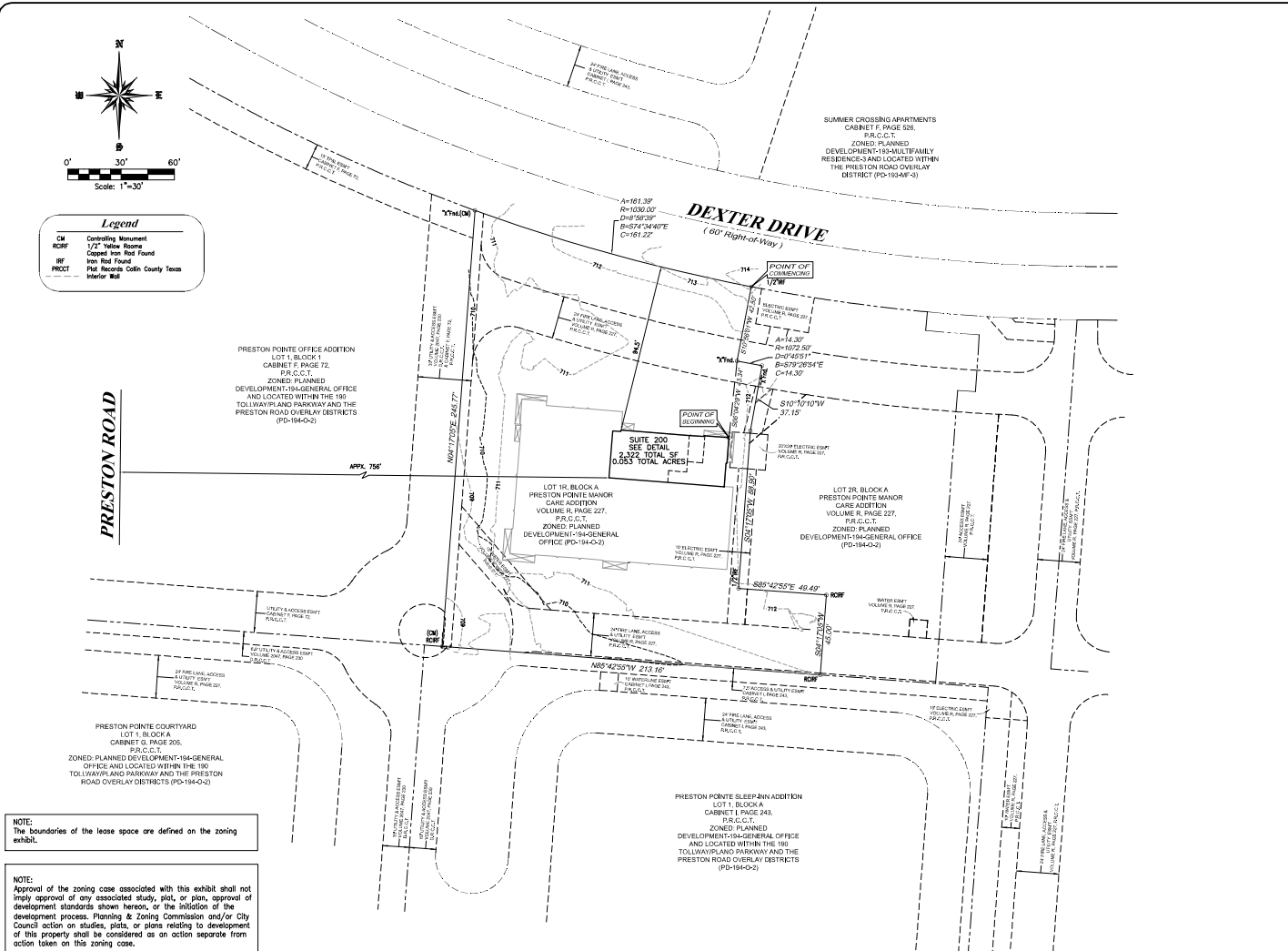
Existing Zoning: Planned Development-194-General Office

Proposed Zoning: Specific Use Permit for Trade School

- Subject Property
- Zoning Boundary
- Parcels
- 200' Notification Buffer
- Specific Use Permit (SUP) Boundary
- Approved Parcels
- 500' Notification Buffer
- Zoning/SUP Boundary
- Municipal Boundary

Source: City of Plano





FIRST FLOOR PROPERTY DESCRIPTION

WHEREAS Lokre Enterprise Inc. are the owners of Suite 200, being a part of Lot 1R, Block A of Preston Pointe Manor Care Addition as recorded in Volume R, Page 227 of the Plat Records of Collin County, Texas, situated in the State of Texas, County of Collin, City of Plano, being part of the Denton Darby Survey, Abstract No. 260, and more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the south right-of-way line of Dexter Drive (60 foot right-of-way), marking the northwest corner of Lot 2R, Block A of Preston Pointe Manor Care Addition as recorded in Volume R, Page 227 of the Plat Records of Collin County, Texas, and the northerly most northeast corner of Lot 1R, Block A of Preston Pointe Manor Care Addition;

THENCE with the west line of Lot 2R and the east line of Lot 1R; South 10°54'01" West, 42.50 feet to an "X" found marking an exterior corner of Lot 2R and an interior corner of Lot 1R; South 06°04'29" West, 43.34 feet crossing through Lot 1R to a point marking the POINT OF BEGINNING, same being the northeast corner of the herein described premises;

THENCE continuing to cross through Lot 1R as follows: South 04°25'21" West, 14.55 feet to a point marking an exterior corner of said premises; North 85°34'39" West, 0.45 feet to a point marking an interior corner of said premises; South 04°25'21" West, 13.15 feet to a point marking the southeast corner of said premises; North 85°34'39" West, 31.85 feet to a point marking the southwest corner of said premises; North 04°25'21" East, 6.61 feet to a point marking the westerly most northwest corner of said premises; South 85°34'39" East, 10.05 feet to a point marking an interior corner of said premises; North 04°25'21" East, 20.60 feet to a point marking a northwest corner of said premises; South 85°34'39" East, 8.10 feet to a point marking an interior corner of said premises; North 04°25'21" East, 0.50 feet to a point marking a northwest corner of said premises; South 85°34'39" East, 14.15 feet to the place of beginning and containing 673 square feet or 0.015 acres of land.

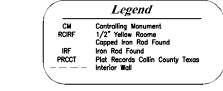
SECOND FLOOR PROPERTY DESCRIPTION

WHEREAS Lokre Enterprise Inc. are the owners of Suite 200, being a part of Lot 1R, Block A of Preston Pointe Manor Care Addition as recorded in Volume R, Page 227 of the Plat Records of Collin County, Texas, situated in the State of Texas, County of Collin, City of Plano, being part of the Denton Darby Survey, Abstract No. 260, and more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the south right-of-way line of Dexter Drive (60 foot right-of-way), marking the northwest corner of Lot 2R, Block A of Preston Pointe Manor Care Addition as recorded in Volume R, Page 227 of the Plat Records of Collin County, Texas, and the northerly most northeast corner of Lot 1R, Block A of Preston Pointe Manor Care Addition;

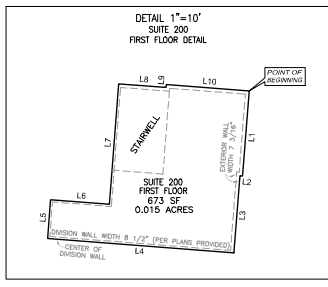
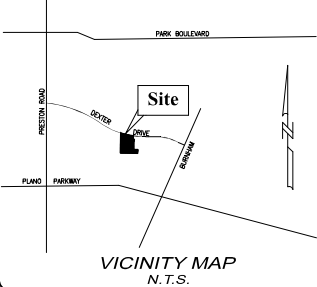
THENCE with the west line of Lot 2R and the east line of Lot 1R; South 10°54'01" West, 42.50 feet to an "X" found marking an exterior corner of Lot 2R and an interior corner of Lot 1R; South 06°04'29" West, 43.34 feet crossing through Lot 1R to a point marking the POINT OF BEGINNING, same being the northeast corner of the herein described premises;

THENCE continuing to cross through Lot 1R as follows: South 04°25'21" West, 14.55 feet to a point marking an exterior corner of said premises; North 85°34'39" West, 0.45 feet to a point marking an interior corner of said premises; South 04°25'21" West, 13.15 feet to a point marking the southeast corner of said premises; North 85°34'39" West, 64.95 feet to a point marking the southwest corner of said premises; North 04°25'21" East, 26.51 feet to a point marking the westerly most northwest corner of said premises; South 85°34'39" East, 4.60 feet to a point marking an interior corner of said premises; North 04°25'21" East, 0.70 feet to a point marking the northerly most northwest corner of said premises; South 85°34'39" East, 38.55 feet to a point marking an exterior corner of said premises; South 04°25'21" West, 14.75 feet to a point marking an interior corner of said premises; South 85°34'39" East, 8.70 feet to a point marking an interior corner of said premises; North 04°25'21" East, 15.25 feet to a point marking an exterior corner of said premises; South 85°34'39" East, 13.55 feet to the place of beginning and containing 1,649 square feet or 0.038 acres of land.



NOTE:
The boundaries of the lease space are defined on the zoning exhibit.

NOTE:
Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats, or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

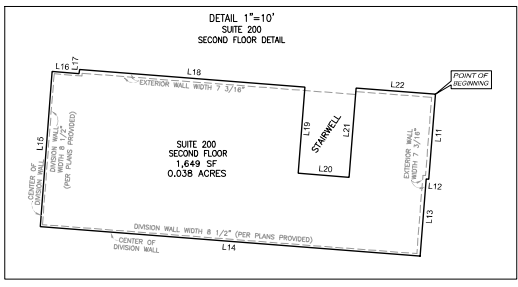


FIRST FLOOR LINE TABLE

LINE	BEARING	DISTANCE
L1	S04°25'21" W	14.55
L2	N85°34'39" W	0.45
L3	S04°25'21" W	13.15
L4	N85°34'39" W	31.85
L5	N04°25'21" E	6.61
L6	S85°34'39" E	10.05
L7	N04°25'21" E	20.60
L8	S85°34'39" E	8.10
L9	N04°25'21" E	0.50
L10	S85°34'39" E	14.15

SECOND FLOOR LINE TABLE

LINE	BEARING	DISTANCE
L11	S04°25'21" W	14.55
L12	N85°34'39" W	0.45
L13	S04°25'21" W	13.15
L14	N85°34'39" W	64.95
L15	N04°25'21" E	26.51
L16	S85°34'39" E	4.60
L17	N04°25'21" E	0.70
L18	S85°34'39" E	38.55
L19	S04°25'21" W	14.75
L20	S85°34'39" E	8.70
L21	N04°25'21" E	15.25
L22	S85°34'39" E	13.55



The purpose of this zoning exhibit is to show the boundaries for a specific use permit for a trade school

Submitted: January 21, 2025
 Revised: February 4, 2025
 Resubmitted: February 11, 2025

Owner: Suite 200
 Lokre Enterprise Inc
 1484 Marlene Rd
 Overland Park, KS 66211
 (913) 961-2020
 A/E/C: Scott Valenz
 sva@sdconline.com

Surveyor:
 Roome Land Surveying
 2000 Ave G, Suite 810
 Plano, TX 75074
 (972) 423-4372
 A/E/C: Fred Wampler
 email: fred@roomeinc.com

Project # ZC2025-001
 Zoning Exhibit
 Suite 200: 2,322 Sq.Ft. / 0.053 Acres
 Specific Use Permit for
 Trade School / Beauty School
 Part of Lot 1R, Block A
 Preston Pointe Manor Care Addition
 Recorded in Cab. R, Pg. 227, P.R.C.C.T.
 Denton Darby Survey, Abstract No. 260
 City of Plano, Collin County, Texas
 January 2025

Roome Land Surveying
 2000 Avenue G, Suite 810
 Plano, Texas 75074
 Phone (972) 423-4372 / Fax (972) 423-7523
 www.roomesurveying.com / Firm No. 10033190

DATE: March 4, 2025
TO: Petitioners with Items before the Planning & Zoning Commission
FROM: Planning & Zoning Commission
VIA: Mike Bell, AICP, Assistant Director of Planning acting as Secretary of the Planning & Zoning Commission *MB*
Christina D. Day, AICP, Director of Planning *CD*
SUBJECT: Results of Planning & Zoning Commission Meeting of March 3, 2025

AGENDA ITEM NO. 1 - ZONING CASE ZC2025-001
PETITIONER: LOKRE ENTERPRISE, INC.

Request for a Specific Use Permit for a Trade School on one lot on 0.1 acre located on the south side of Dexter Drive, 710 feet east of Preston Road. Zoned Planned Development-194-General Office. Project #ZC2025-001.

APPROVED: 8-0

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

RESULTS:

The Commission recommended the item for approval as submitted.

To view the hearing, please click on the provided link:
<https://planotx.new.swagit.com/videos/336320?ts=147>

DW/hm

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

AGENDA ITEM NO. 1

PUBLIC HEARING: Zoning Case 2025-001

PETITIONER: Lokre Enterprise, Inc.

CASE PLANNER: Destiny Woods

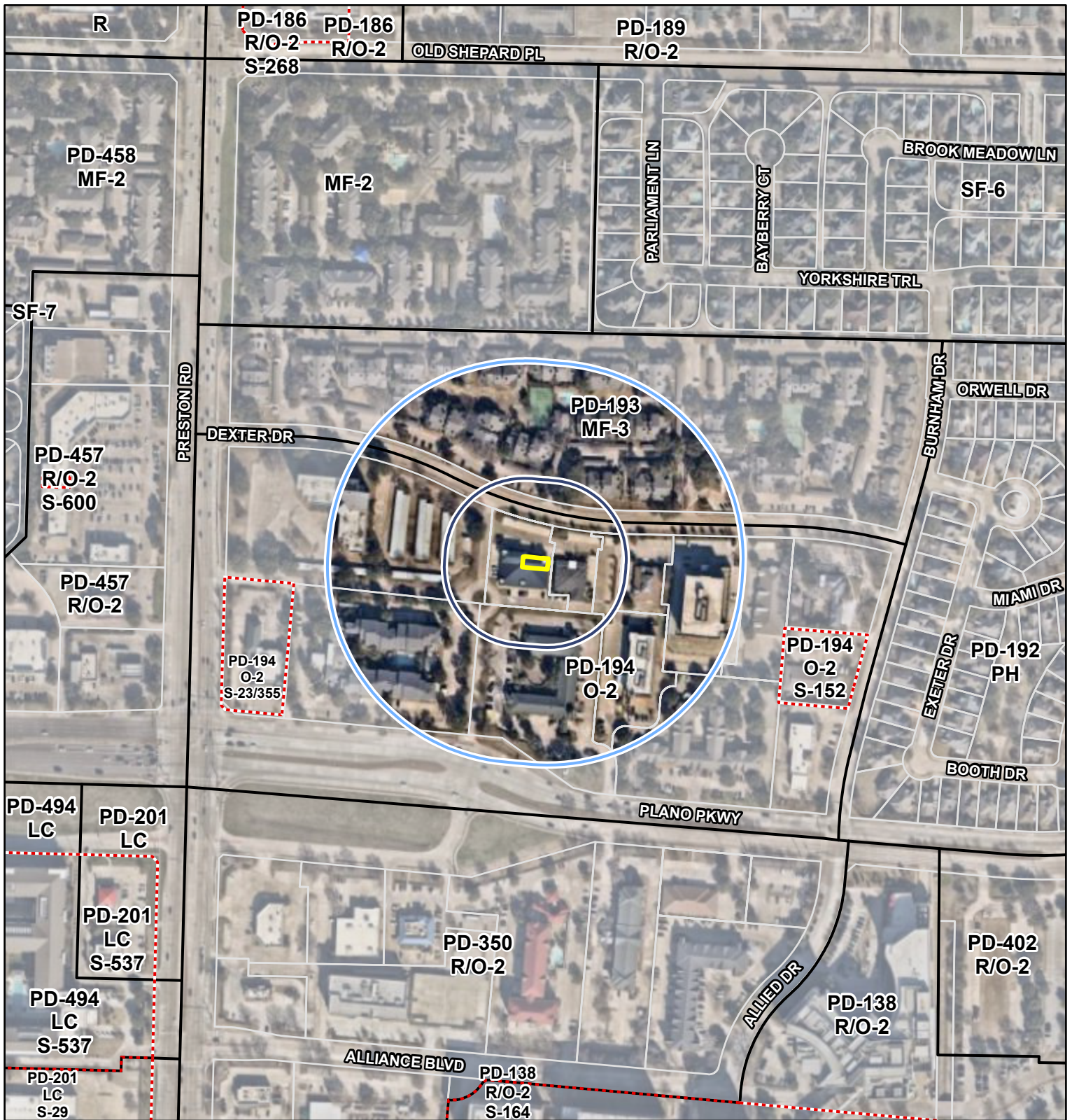
DESCRIPTION: Request for a Specific Use Permit for a Trade School on one lot on 0.1 acre located on the south side of Dexter Drive, 710 feet east of Preston Road. Zoned Planned Development-194-General Office. Project #ZC2025-001.

EXECUTIVE SUMMARY

The applicant is requesting a Specific Use Permit (SUP) for a Trade School specializing in the training of barbers, cosmetologists, estheticians, manicurists, and other similar beauty school trades. The business will be located within an existing 2-story suite at 4888 Dexter Drive. Major topics of consideration include:

- Proposed Trade School – Trade schools are establishments other than public or parochial schools, private schools, or colleges, offering training or instruction in a trade, art, or occupation. The proposed business will be a beauty school, providing training for those seeking a state license in [Barbering or Cosmetology](#). Of note, Personal Service Shop, which is a use type in the Zoning Ordinance that applies to barbershops, beauty shops, and nail salons, is permitted by-right within the district. Staff finds the proposed use appropriate for the site.
- Conformance to the Comprehensive Plan – The subject property is designated as Employment Centers (EC) on the Future Land Use Map of the Comprehensive Plan. Staff finds this request consistent with the Comprehensive Plan.

For these reasons, staff recommends approval of the request.

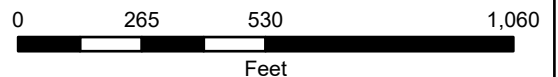
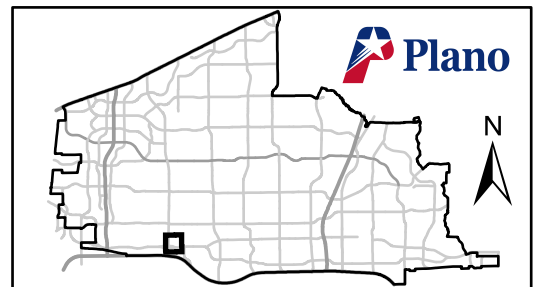


Project Number: ZC2025-001

Existing Zoning: Planned Development-194-General Office

Proposed Zoning: Specific Use Permit for Trade School

- Subject Property
- Zoning Boundary
- Specific Use Permit (SUP) Boundary
- Parcels
- 200' Notification Buffer
- 500' Notification Buffer
- Approved Parcels
- Zoning/SUP Boundary
- Municipal Boundary



STAFF PRELIMINARY REPORT – INTRODUCTORY REMARKS

The applicant is requesting a Specific Use Permit (SUP) for a Trade School at 4888 Dexter Drive, Suite 200, which is currently zoned Planned Development-194-General Office (PD-194-O-2). The trade school will train students seeking their state license in [barbering and cosmetology](#).

Zoning – The subject property is located within PD-194-O-2, which has a base zoning of General Office (O-2). *Section 10.300.1 (Purpose)* of the Zoning Ordinance states the purpose of the O-2 district as follows:

The O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities.

Specific Use Permits – *Section 6.100 (Specific Use Permits)* of the Zoning Ordinance states:

The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of a specific use permit application.

Additionally, *Section 6.100 (Specific Use Permits)* states:

The Planning & Zoning Commission in considering and determining its recommendations to the City Council on any request for a specific use permit may require from the applicant plans, information, operating data, and expert evaluation concerning the location, function, and characteristics of any building or use proposed. The City Council may, in the interest of the public welfare and to ensure compliance with this ordinance, establish conditions of operation, location, arrangement, and type and manner of construction of any use for which a permit is authorized. In authorizing the location of any of the uses listed as specific use permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions.

Proposed Use – The Zoning Ordinance defines a Trade School as follows:

Establishments, other than public or parochial schools, private schools, or colleges, offering training or instruction in a trade, art, or occupation.

Similar Uses – Personal Service Shop is the use in the Zoning Ordinance that applies to barbers, nail salons, laundry services, tailors, and other similar businesses. The Zoning Ordinance defines Personal Service Shop as follows:

Establishments primarily engaged in providing services generally involved in the care of the person or his apparel including, but not limited to, barber and beauty shops, dry-cleaning and laundry pick-up stations, self-service laundromats, and tailors.

SUP Restrictions – No SUP restrictions are recommended as part of this request.

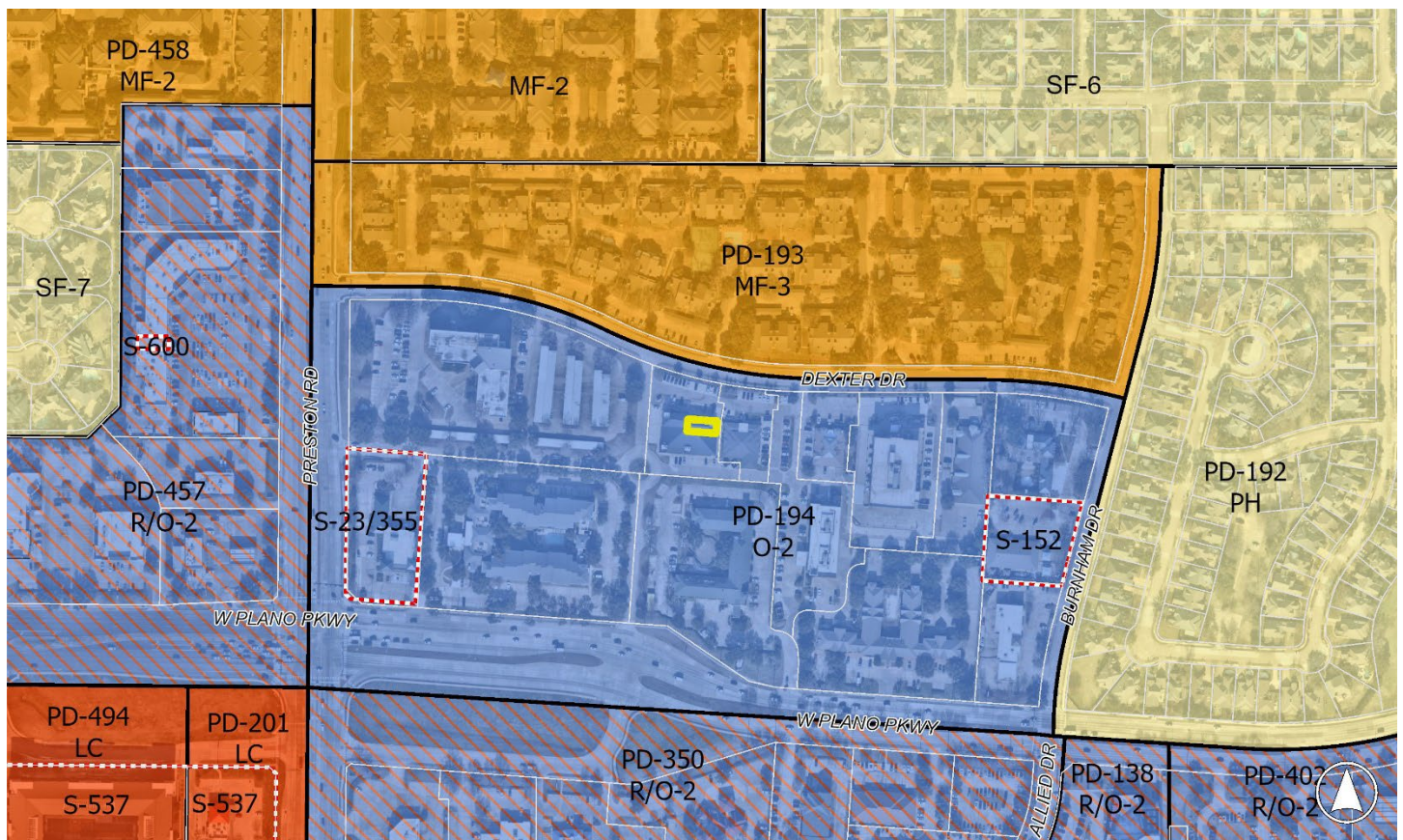
Site History

PD-194-O-2 was established in 1984 on 24.7 acres at the northeast corner of Preston Road and Plano Parkway. The site of the subject property at 4888 Dexter Drive remained undeveloped until 2019 when it was developed with professional/general administrative office and medical office suites.

Surrounding Land Use and Zoning

The boundaries of the SUP are located within the larger 0.9-acre lot which is developed with professional/general administrative office and medical office suites. The surrounding land uses in the table below are referenced to the larger 0.9-acre lot.

North	The property is zoned Planned Development-193-Multifamily Residence-3 (PD-193-MF-3) and developed with multifamily residences.
East	The property is zoned Planned Development-194-General Office (PD-194-O-2) and developed with a professional/general administrative office.
South	The property is zoned PD-194-O-2 and developed with a hotel.
West	The property is zoned PD-194-O-2 and developed with professional/general administrative office and medical office.



STAFF PRELIMINARY REPORT – CONFORMANCE TO THE COMPREHENSIVE PLAN

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

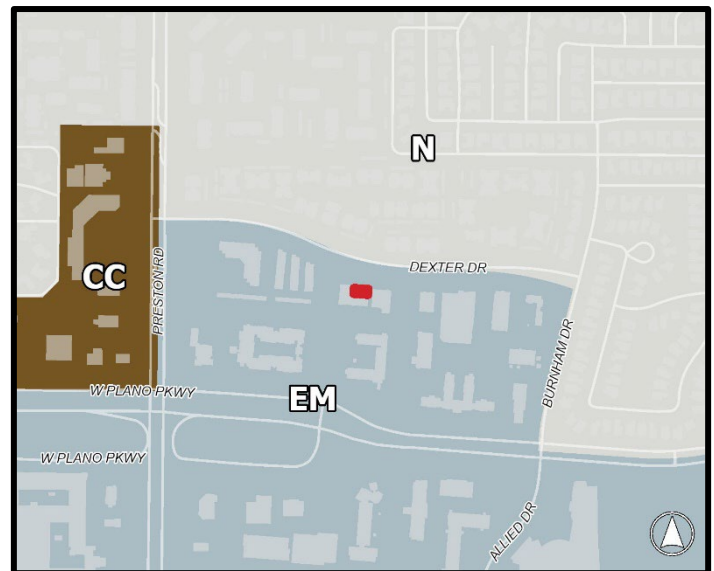
Core Policies: The following policies serve as the fundamental basis for staff recommendations for zoning cases.

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

Future Land Use Map Category & Dashboard

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

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



The request for a Specific Use Permit for Trade School is consistent with the description of the EM category as educational facilities are supported within these areas.

Priorities: The following EM category priorities are applicable to this request:

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

The request is in conformance with Priority #1, as the proposed trade school would offer employment opportunities.

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

Mix of Uses – The subject site is currently classified as *Office Types*. Although Trade Schools are classified as *Institutional Types*, granting an SUP for a Trade School would not alter the context of the existing site as the site would remain predominately office uses. Thus, the request would result in no change to the Mix of Uses.

Desirable Character Defining Elements in EM Designation – The proposed SUP for Trade School does not include significant changes to the existing site or building. Therefore, the Character Defining Elements are not applicable to this request.

Other Comprehensive Plan Maps

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

Additional Comprehensive Plan Policies

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

Findings Policy Assessment – Findings are not required to approve this request.

Adequacy of Public Facilities – The following have been reviewed in support of the Facilities & Infrastructure Policy.

- Water and Sewer – The site is currently served with water and sewer utilities. The request would not increase demand on these existing services.
- Traffic Impact Analysis (TIA) – N/A
- Public Safety Response Time – Fire emergency response times will be sufficient to serve the site based on existing personnel, equipment, and facilities.
- Access to and Availability of Amenities and Services – N/A

Conformance to the Comprehensive Plan Summary

Policy or Study	Analysis
Future Land Use Map and Dashboards	
Description & Priorities	Meets
Mix of Uses	No Change
Character Defining Elements	N/A
Facilities & Infrastructure Policy	Meets

STAFF PRELIMINARY REPORT – ANALYSIS & RECOMMENDATION

Trade School – The applicant is requesting a Specific Use Permit (SUP) for Trade School to operate a business that will train students to receive a state license in [Barbering and Cosmetology](#). According to the applicant, this includes licensing in the following specialties:

- Class A Barber
- Cosmetology Operator
- Esthetician
- Esthetician/Manicurist
- Esthetician/Hair Weaving
- Eyelash Extension Specialist
- Hair Weaving Specialist
- Manicurist

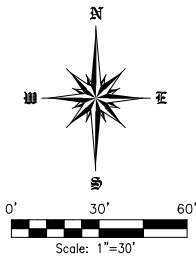
The proposed business will be located within a 2,322 square foot suite on two floors within an existing 12,292 square foot, 2-story office building. A parking analysis was completed to ensure that the site would have enough parking to accommodate the proposed use. Of note, Personal Service Shop, a use type in the Zoning Ordinance that applies to barbers, nail salons, and other similar businesses, is permitted by-right under the existing zoning of the property. Staff finds the proposed trade school to be an appropriate use of the site.

SUMMARY:

The applicant is requesting a Specific Use Permit (SUP) for a Trade School within an existing office building. This request is generally consistent with the policies within the Comprehensive Plan. For these reasons, staff supports the request.

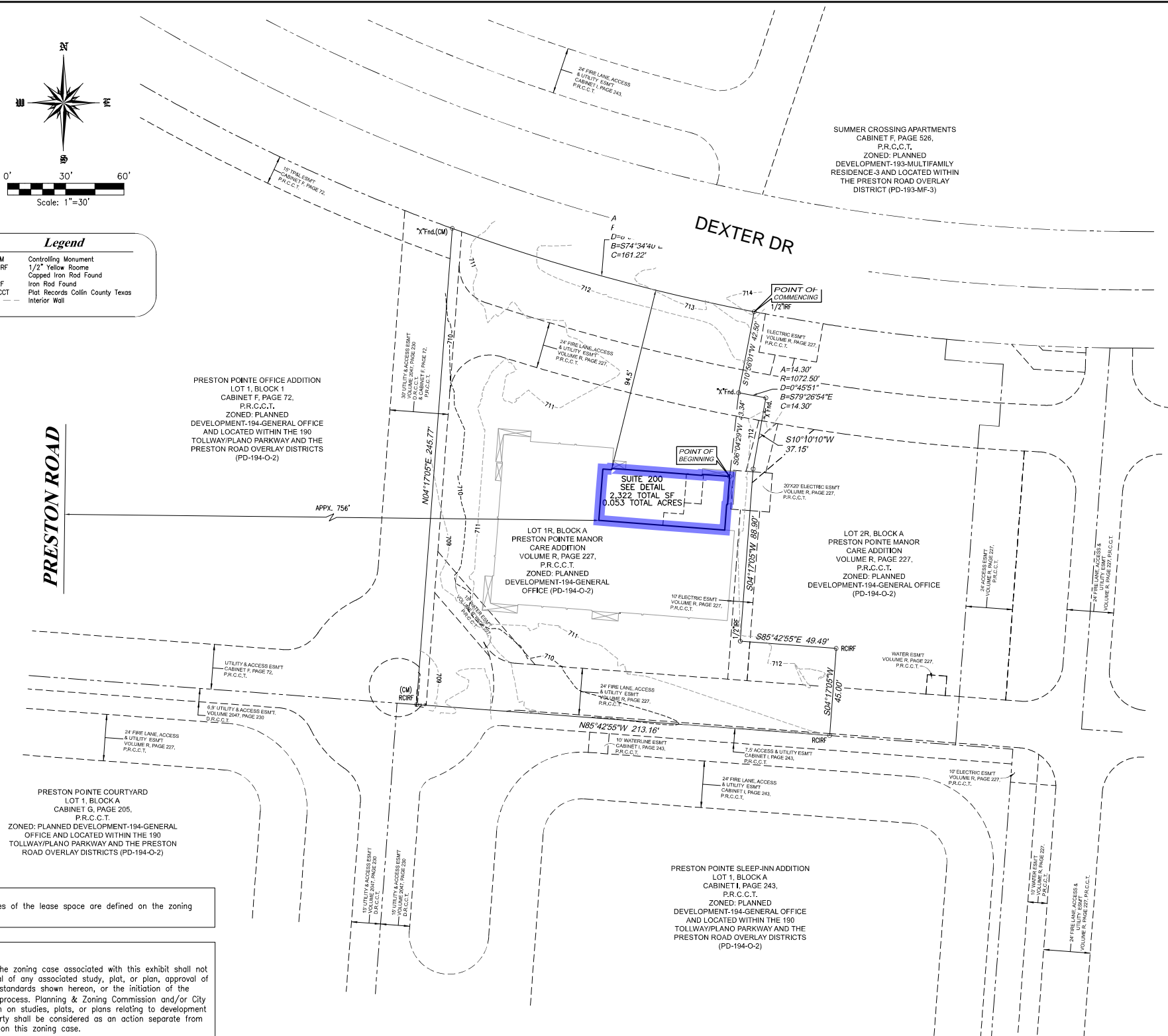
RECOMMENDATION:

Recommended for approval as submitted.



Legend

- CM Controlling Monument
- RCRF 1/2" Yellow Room
- IRF Capped Iron Rod Found
- IRF Iron Rod Found
- PRCCT Plat Records Collin County Texas
- Interior Wall



FIRST FLOOR PROPERTY DESCRIPTION

WHEREAS Lokre Enterprise Inc. are the owners of Suite 200, being a part of Lot 1R, Block A of Preston Pointe Manor Care Addition as recorded in Volume R, Page 227 of the Plat Records of Collin County, Texas, situated in the State of Texas, County of Collin, City of Plano, being part of the Denton Darby Survey, Abstract No. 260, and more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the south right-of-way line of Dexter Drive (60 foot right-of-way), marking the northwest corner of Lot 2R, Block A of Preston Pointe Manor Care Addition as recorded in Volume R, Page 227 of the Plat Records of Collin County, Texas, and the northerly most northeast corner of Lot 1R, Block A of Preston Pointe Manor Care Addition;

THENCE with the west line of Lot 2R and the east line of Lot 1R; South 10°56'01" West, 42.50 feet to an "X" found marking an exterior corner of Lot 2R and an interior corner of Lot 1R; South 06°04'29" West, 43.34 feet crossing through Lot 1R to a point marking the POINT OF BEGINNING, same being the northeast corner of the herein described premises;

THENCE continuing to cross through Lot 1R as follows: South 04°25'21" West, 14.55 feet to a point marking an exterior corner of said premises; North 85°34'39" West, 0.45 feet to a point marking an interior corner of said premises; South 04°25'21" West, 13.15 feet to a point marking the southeast corner of said premises; North 85°34'39" West, 31.85 feet to a point marking the southwest corner of said premises; North 04°25'21" East, 6.61 feet to a point marking the westerly most northwest corner of said premises; South 85°34'39" East, 10.05 feet to a point marking an interior corner of said premises; North 04°25'21" East, 20.60 feet to a point marking a northwest corner of said premises; South 85°34'39" East, 8.10 feet to a point marking an interior corner of said premises; North 04°25'21" East, 0.50 feet to a point marking a northwest corner of said premises; South 85°34'39" East, 14.15 feet to the place of beginning and containing 673 square feet or 0.015 acres of land.

SECOND FLOOR PROPERTY DESCRIPTION

WHEREAS Lokre Enterprise Inc. are the owners of Suite 200, being a part of Lot 1R, Block A of Preston Pointe Manor Care Addition as recorded in Volume R, Page 227 of the Plat Records of Collin County, Texas, situated in the State of Texas, County of Collin, City of Plano, being part of the Denton Darby Survey, Abstract No. 260, and more particularly described as follows:

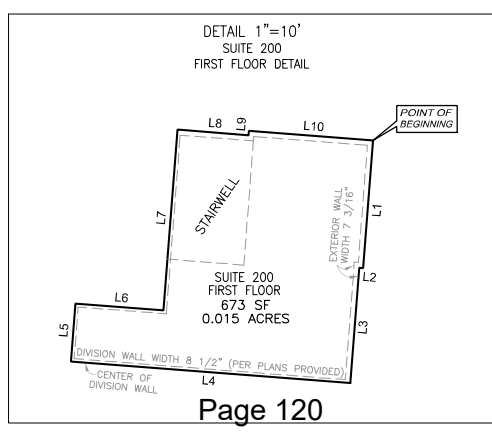
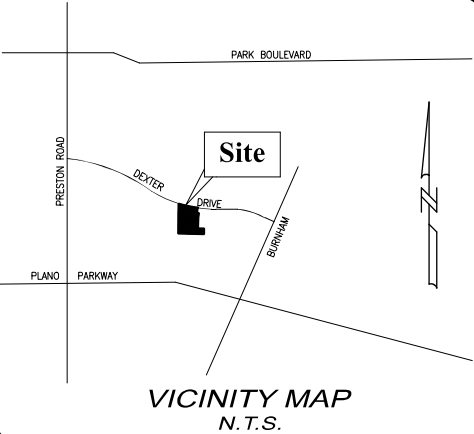
COMMENCING at a 1/2" iron rod found in the south right-of-way line of Dexter Drive (60 foot right-of-way), marking the northwest corner of Lot 2R, Block A of Preston Pointe Manor Care Addition as recorded in Volume R, Page 227 of the Plat Records of Collin County, Texas, and the northerly most northeast corner of Lot 1R, Block A of Preston Pointe Manor Care Addition;

THENCE with the west line of Lot 2R and the east line of Lot 1R; South 10°56'01" West, 42.50 feet to an "X" found marking an exterior corner of Lot 2R and an interior corner of Lot 1R; South 06°04'29" West, 43.34 feet crossing through Lot 1R to a point marking the POINT OF BEGINNING, same being the northeast corner of the herein described premises;

THENCE continuing to cross through Lot 1R as follows: South 04°25'21" West, 14.55 feet to a point marking an exterior corner of said premises; North 85°34'39" West, 0.45 feet to a point marking an interior corner of said premises; South 04°25'21" West, 13.15 feet to a point marking the southeast corner of said premises; North 85°34'39" West, 64.95 feet to a point marking the southwest corner of said premises; North 04°25'21" East, 26.51 feet to a point marking the westerly most northwest corner of said premises; South 85°34'39" East, 4.60 feet to a point marking an interior corner of said premises; North 04°25'21" East, 0.70 feet to a point marking the northerly most northwest corner of said premises; South 85°34'39" East, 38.55 feet to a point marking an exterior corner of said premises; South 04°25'21" West, 14.75 feet to a point marking an interior corner of said premises; South 85°34'39" East, 8.70 feet to a point marking an interior corner of said premises; North 04°25'21" East, 15.25 feet to a point marking an exterior corner of said premises; South 85°34'39" East, 13.55 feet to the place of beginning and containing 1,649 square feet or 0.038 acres of land.

NOTE:
The boundaries of the lease space are defined on the zoning exhibit.

NOTE:
Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats, or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

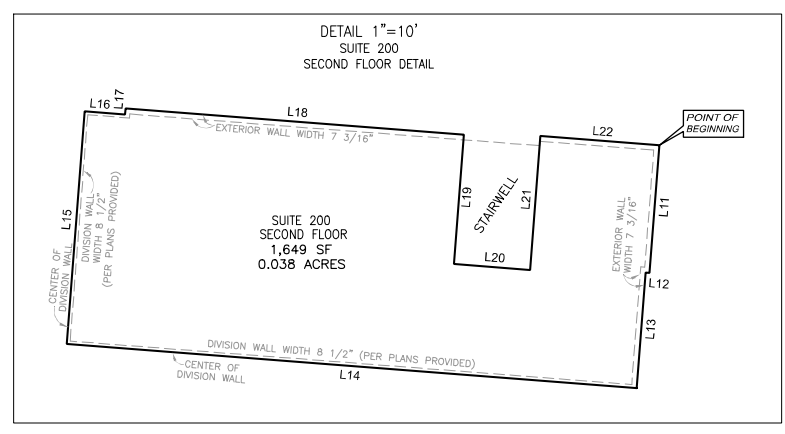


FIRST FLOOR LINE TABLE

LINE	BEARING	DISTANCE
L1	S04°25'21"W	14.55'
L2	N85°34'39"W	0.45'
L3	S04°25'21"W	13.15'
L4	N85°34'39"W	31.85'
L5	N04°25'21"E	6.61'
L6	N85°34'39"E	10.05'
L7	N04°25'21"E	8.10'
L8	S85°34'39"E	8.10'
L9	N04°25'21"E	0.50'
L10	S85°34'39"E	14.15'

SECOND FLOOR LINE TABLE

LINE	BEARING	DISTANCE
L11	S04°25'21"W	14.55'
L12	N85°34'39"W	0.45'
L13	S04°25'21"W	13.15'
L14	N85°34'39"W	64.95'
L15	N04°25'21"E	26.51'
L16	S85°34'39"E	4.60'
L17	N04°25'21"E	0.70'
L18	S85°34'39"E	38.55'
L19	S04°25'21"W	14.75'
L20	S85°34'39"E	8.70'
L21	N04°25'21"E	15.25'
L22	S85°34'39"E	13.55'



The purpose of this zoning exhibit is to show the boundaries for a specific use permit for a trade school

Submitted: January 21, 2025
Revised: February 4, 2025
Revised: February 11, 2025

Owner: Suite 200
Lokre Enterprise Inc
14641 Nieman Rd
Overland Park, KS 66221
(913) 957-2020
Attn: Swati Yelmar
sls@lokreinc.com

Surveyor:
Roome Land Surveying
2000 Ave G, Suite 810
Plano, TX 75074
(972) 423-4372
Attn: Fred Bemenderfer
email: fred@roomeinc.com

Roome Land Surveying
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com / Firm No. 10013100

Project # ZC2025-001
Zoning Exhibit
Suite 200: 2,322 Sq.Ft. / 0.053 Acres
Specific Use Permit for
Trade School / Beauty School
Part of Lot 1R, Block A
Preston Pointe Manor Care Addition
Recorded in Cab. R, Pg. 227, P.R.C.C.T.
Denton Darby Survey, Abstract No. 260
City of Plano, Collin County, Texas
January 2025

P:\AC\202501\AC939831.dwg



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: Budget
DIRECTOR: Karen Rhodes-Whitley, Director of Budget and Research
AGENDA ITEM: Convention & Tourism Fund Supplemental Appropriation Ordinance #1 for FY 2024-25
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Consideration of an Ordinance to transfer the sum of \$1,200,000 from the Convention & Tourism Fund balance to the Capital Maintenance Fund for fiscal year 2024-25 to replace two (2) generators at the Plano Event Center, amending the Budget of the City adopted by Ordinance No. 2024-9-5, specifically Section 1, Item "J", to reflect the actions taken herein; declaring this action to be in the public interest; and providing an effective date. **Ordinance No. 2025-3-10.**

PREVIOUS ACTION/PRESENTATION

On September 5, 2024, City Council adopted the Operating Budget Ordinance for the 2024-25 fiscal year, which included appropriations for the Convention & Tourism Fund of \$16,102,517.

BACKGROUND

Supplemental appropriations have been approved in the past on an as-needed basis by the City Council to address funding requirements that were not identified within previously adopted budgets and that would not be prudent to delay to the next fiscal year.

FINANCIAL SUMMARY/STRATEGIC GOALS

This is the first supplemental appropriation for the FY 2024-25 Convention & Tourism Fund Budget, totaling \$1,200,000.

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

ATTACHMENTS:

Description	Upload Date	Type
Convention & Tourism Fund Supplemental Appropriation #1 Ordinance	3/11/2025	Ordinance
Supplemental Appropriation Log	3/11/2025	Attachment
Plano Event Center - Supplemental Appropriation Memo March 2025	3/11/2025	Memo

An Ordinance of the City of Plano, Texas, transferring the sum of \$1,200,000 from the Convention & Tourism Fund balance to the Capital Maintenance Fund for fiscal year 2024-25 to replace two (2) generators at the Plano Event Center, amending the Budget of the City adopted by Ordinance No. 2024-9-5, specifically Section 1, Item “J”, to reflect the actions taken herein; declaring this action to be in the public interest; and providing an effective date.

WHEREAS, the City Council of the City of Plano approved and adopted the budget for the City for fiscal year 2024-25 setting the appropriations for the Convention & Tourism Fund at \$16,102,517; and

WHEREAS, the City of Plano, is requesting an additional transfer in the amount of \$1,200,000 for the purchase, installation and other items associated with two (2) generators for the Plano Event Center; and

WHEREAS, accelerated delivery of these items by the vendor requires the City of Plano to take action; and

WHEREAS, the City Council now finds that an additional appropriation to the Capital Maintenance Fund in the total amount of \$1,200,000 is hereby warranted, and that such action is in the public interest.

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

SECTION I. The budget of the City of Plano for fiscal year 2024-25 as adopted by Ordinance No. 2024-9-5 is amended to reflect the action as follows:

The sum of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) is hereby transferred from the Convention & Tourism Fund balance to the Capital Maintenance Fund, as reflected in Section 1, Item “J” of the Ordinance.

SECTION II. The actions taken herein are found and declared to be a case of public interest.

SECTION III. This Supplemental Appropriation No. 1 shall become effective immediately from and after the date of its passage.

PASSED AND APPROVED on the 24th day of March, 2025.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:


Paige Mims, CITY ATTORNEY

**FY 2024-25
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
TOTAL GENERAL FUND APPROPRIATIONS		\$ -
TOTAL ECONOMIC DEVELOPMENT INCENTIVE FUND APPROPRIATION		\$ -
TOTAL PTV FUND APPROPRIATIONS		\$ -
TOTAL CAPITAL MAINTENANCE FUND APPROPRIATION		\$ -
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATION		\$ -
TOTAL WATER & SEWER FUND APPROPRIATIONS		\$ -
TOTAL SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND APPROPRIATION		\$ -
Replace two (2) generators at Plano Event Center		1,200,000
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		\$ 1,200,000
TOTAL RISK MANAGEMENT FUND APPROPRIATION		\$ -
TOTAL GOLF COURSE FUND APPROPRIATION		\$ -
TOTAL RECREATION FUND APPROPRIATIONS		\$ -
TOTAL TECHNOLOGY FUND APPROPRIATION		\$ -
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATION		\$ -
TOTAL COMMUNITY INVESTMENT PROGRAM APPROPRIATION		\$ -
GRAND TOTAL ALL FUNDS		\$ 1,200,000

Date: March 4, 2025

To: Karen Rhodes, Director Budget & Research

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

Subject: Plano Event Center – Generator replacement

The Engineering Department is requesting a supplemental appropriation of Convention & Tourism fund balance for the Plano Event Center generator replacement. Plano Event Center will receive two (2) 1000 kW diesel generators enabling full usage of the Plano Event Center in the event of a power outage to the main power feed.

The Engineering Department is requesting \$1,200,000 in Convention & Tourism fund balance for the generator purchase, installation and other items need to complete the project. The purchase of the generators was approved by City Council October 2023. Originally, Capital Maintenance Funding (CMF) was programmed for the generators, with a delivery date of October 2025. However, the delivery was inadvertently accelerated by the vendor and Engineering is requesting this supplemental appropriation to take delivery of the generators. Future CMF budgets will be adjusted accordingly.

The \$1,200,000 budget includes:

- Two (2) 1000 kw generators, 24 hour tank and automatic transfer switch
- Crane rental for unloading generators
- Contractor installation

Delivery is anticipated for April 2025. The Engineering Department will advertise/bid/award the installation of the units with installation beginning Summer 2025.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 3/24/2025
DEPARTMENT: Budget
DIRECTOR: Karen Rhodes-Whitley, Director of Budget and Research
AGENDA ITEM: FY 2024-25 Status Report and 5-Year Financial Summary
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

FY 2024-25 Status Report and 5-Year Financial Summary **Presented**

BACKGROUND

Presentation by NewGen Strategies and Solutions on the FY 2024-25 Status Report and 5-Year Financial Summary.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

This presentation aligns with the City's Strategic Plan Critical Success Factors of Excellent, Innovative and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Presentation	3/19/2025	Other



March 24th, 2025

CITY OF PLANO LONG-TERM FINANCIAL FORECAST UPDATE



© 2025 NEWGEN STRATEGIES AND SOLUTIONS, LLC

PROJECT BACKGROUND

Background

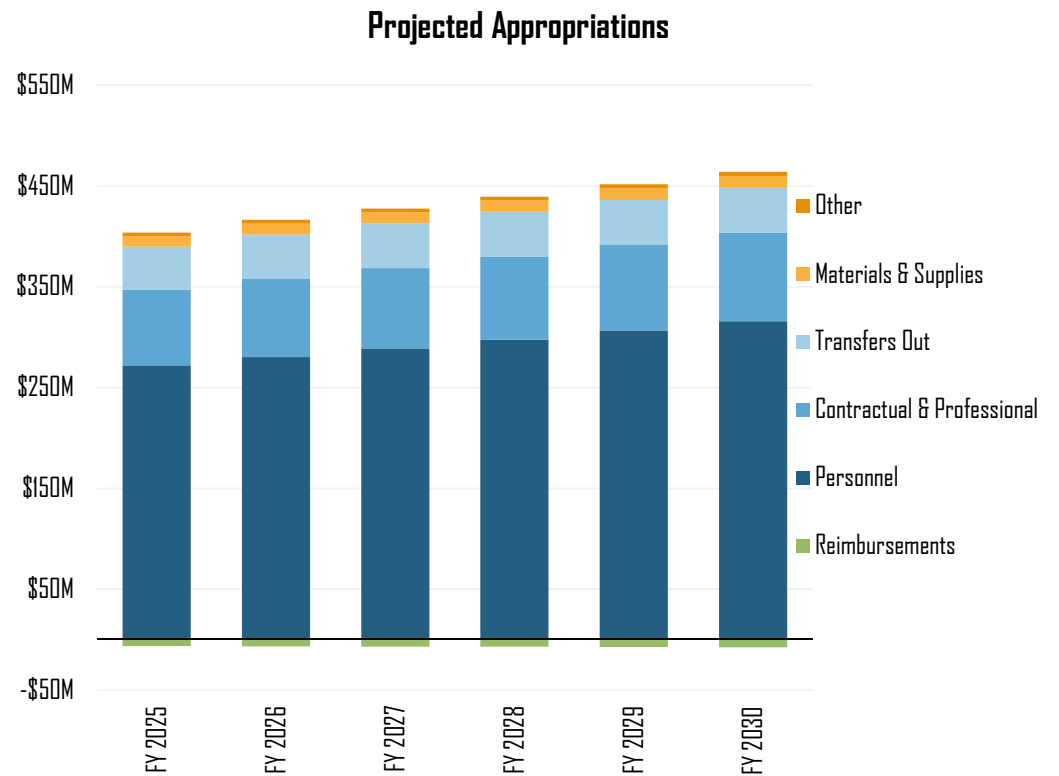
- Plano has sound financial policies and conservative budgeting practices that make it an example for many other Texas cities.
- Each year, Plano's Budget and Research Department produces a Three-Year Financial Forecast to help advise near-term decision making with future implications.

Project Description

- NewGen was retained to refine and expand City forecasts by the development of a five-year General Fund forecasting model.
- With City leadership guidance, NewGen has developed a working, dynamic model that includes known and foreseeable model inputs to be used in FY 2026 planning.

GENERAL FUND EXPENDITURE

- Expenditures are projected to grow at an average of **2.8%** per year, based on current assumptions
- Uses FY 2024-25 budget as a starting point.
- Currently, the model excludes potential, future budget additions (e.g., new personnel and equipment)



EXPENDITURE ASSUMPTIONS

Inflation factors

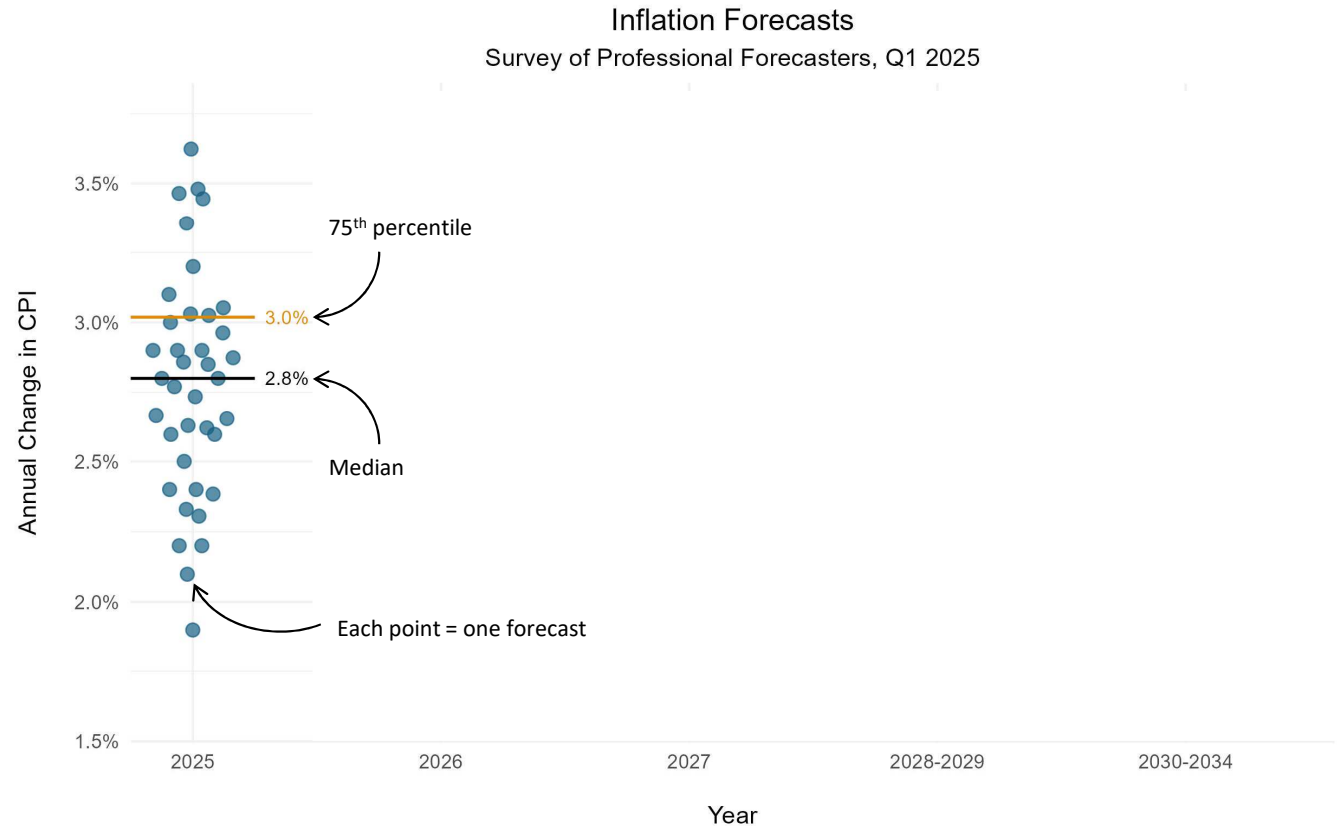
Inflation factors applied as part of 5-year projections:

- Salaries (3.0% per year)
- Health-related benefits (4.0% per year)
- Other benefits (3.0% per year)
- General inflation (2.5% - 3.0% per year)
- Water (6.6% - 8.0% per year)
- Fuel (0.0% - 3.0% per year)
- Electricity (0.0% - 2.0% per year)
- Gas (4.4% - 9.9% per year)
- Chemicals (1.4% per year)
- Other rates specific to individual budget lines

EXPENDITURE ASSUMPTIONS

General Inflation Assumptions

- General inflation informed by *Survey of Professional Forecasters*

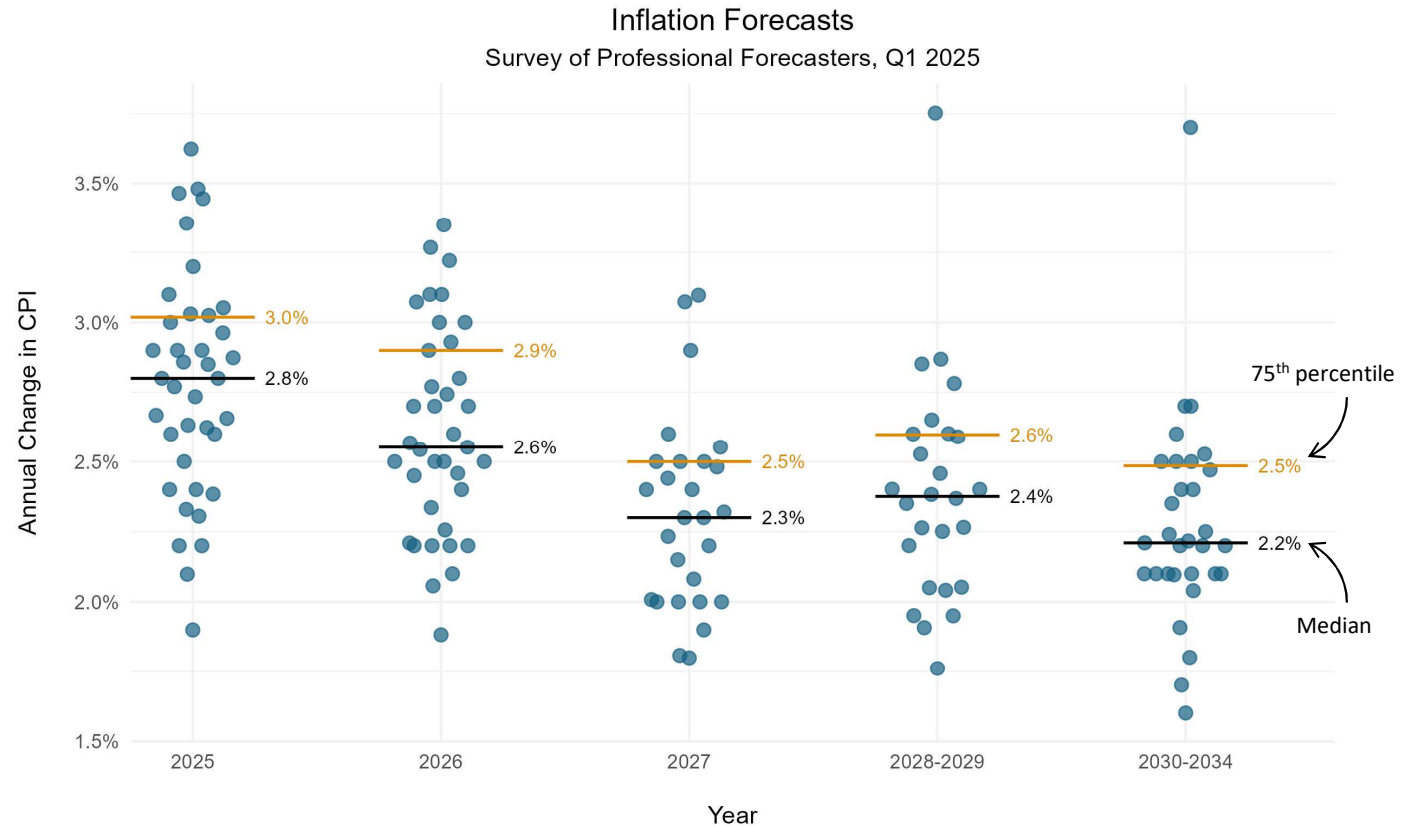


Source: Federal Reserve Bank of Philadelphia, 'Survey of Professional Forecasters', Q1 2025
Implied forecasts for 2028-2029 estimated by NewGen Strategies & Solutions

EXPENDITURE ASSUMPTIONS

General Inflation Assumptions

- Propose using 75th percentile of forecasts as a conservative estimate

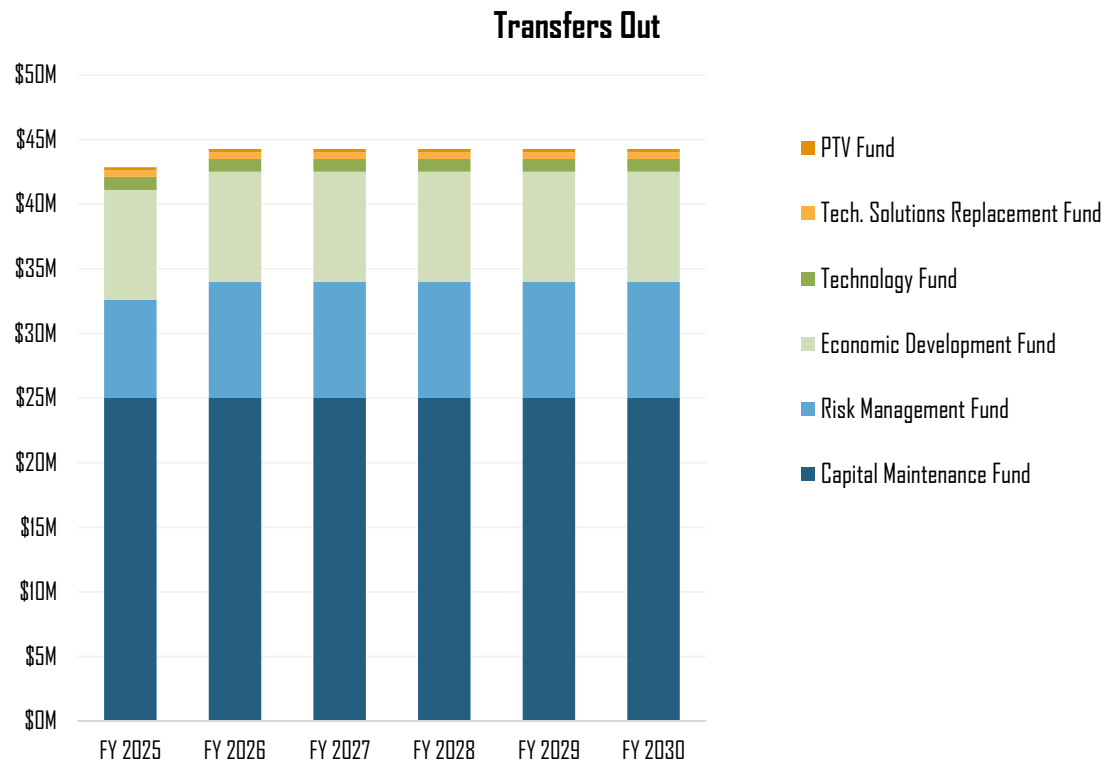


Source: Federal Reserve Bank of Philadelphia, 'Survey of Professional Forecasters', Q1 2025
Implied forecasts for 2028-2029 estimated by NewGen Strategies & Solutions

EXPENDITURE ASSUMPTIONS

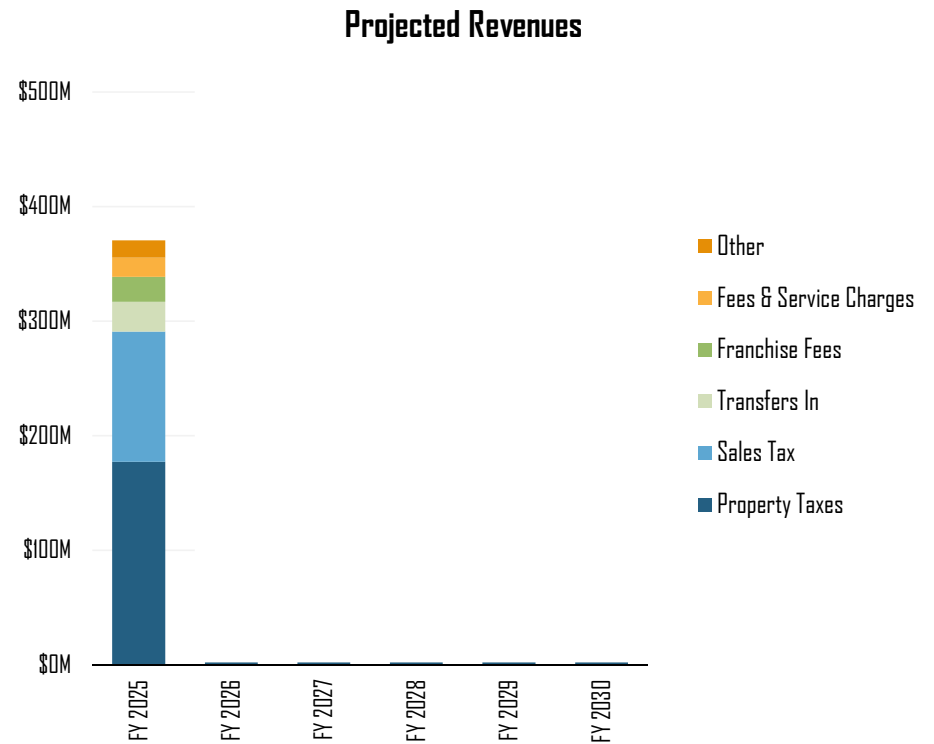
Transfers Out

- Transfers out are assumed to be fixed, other than Risk Management (increasing from \$7.6M to \$9.0M)



GENERAL FUND REVENUES

- Property tax and sales tax comprise 77% of Plano’s budgeted revenue
- Projections depend heavily on property tax assumptions, including changes in the tax base and future rates



REVENUE ASSUMPTIONS

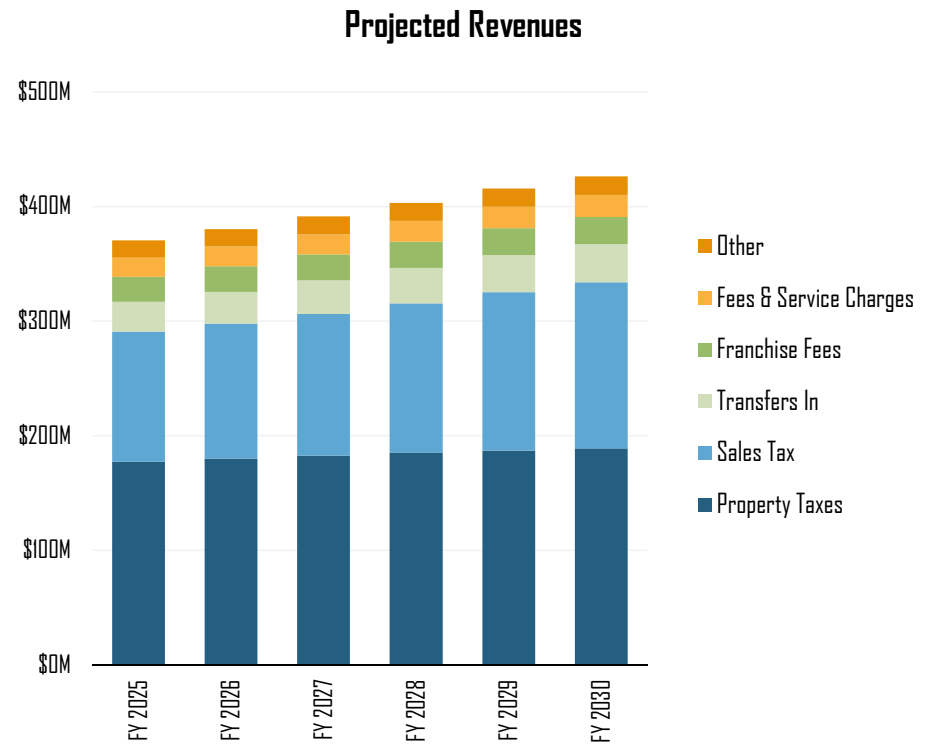
Inflation factors

Inflation factors applied as part of 5-year projections:

- Cable and telephone franchise fee revenue (-5.0% per year)
- Other franchise fees (general inflation, 2.5% - 3.0% per year)
- Permits, charges and user fees (general inflation)
- Water and wastewater transfers in (per 2024 Rate Study)
- Other transfers in (3.0% per year)

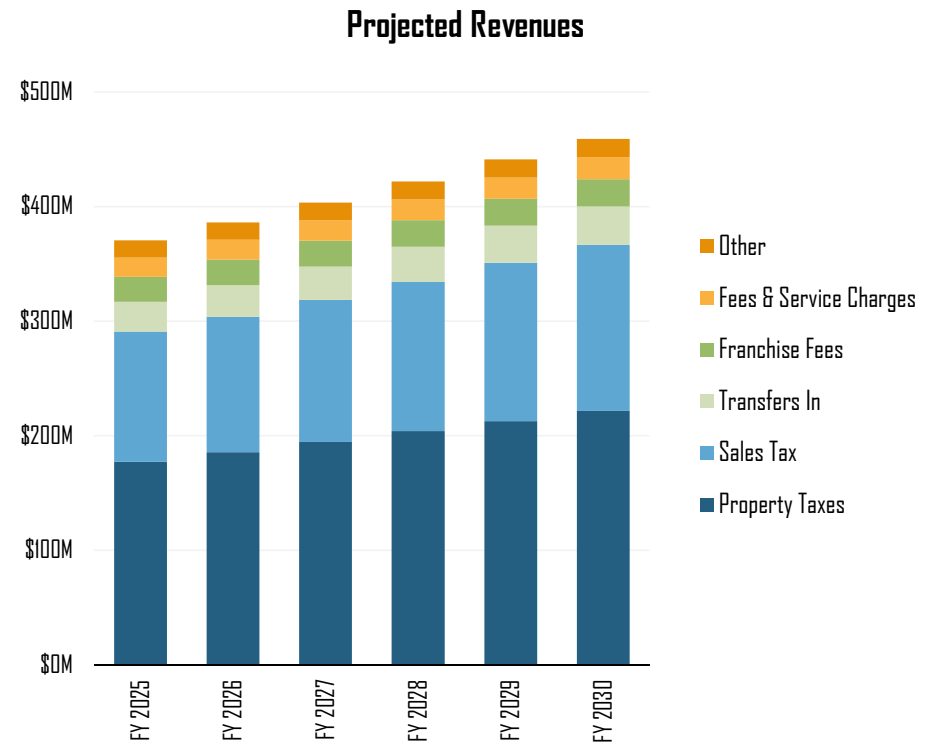
GENERAL FUND REVENUES – NO NEW REVENUE

- Property tax revenues from existing properties could be held fixed (the No New Revenue rate, or NNR)
- Total revenues would increase at an average rate of **2.8%** per year

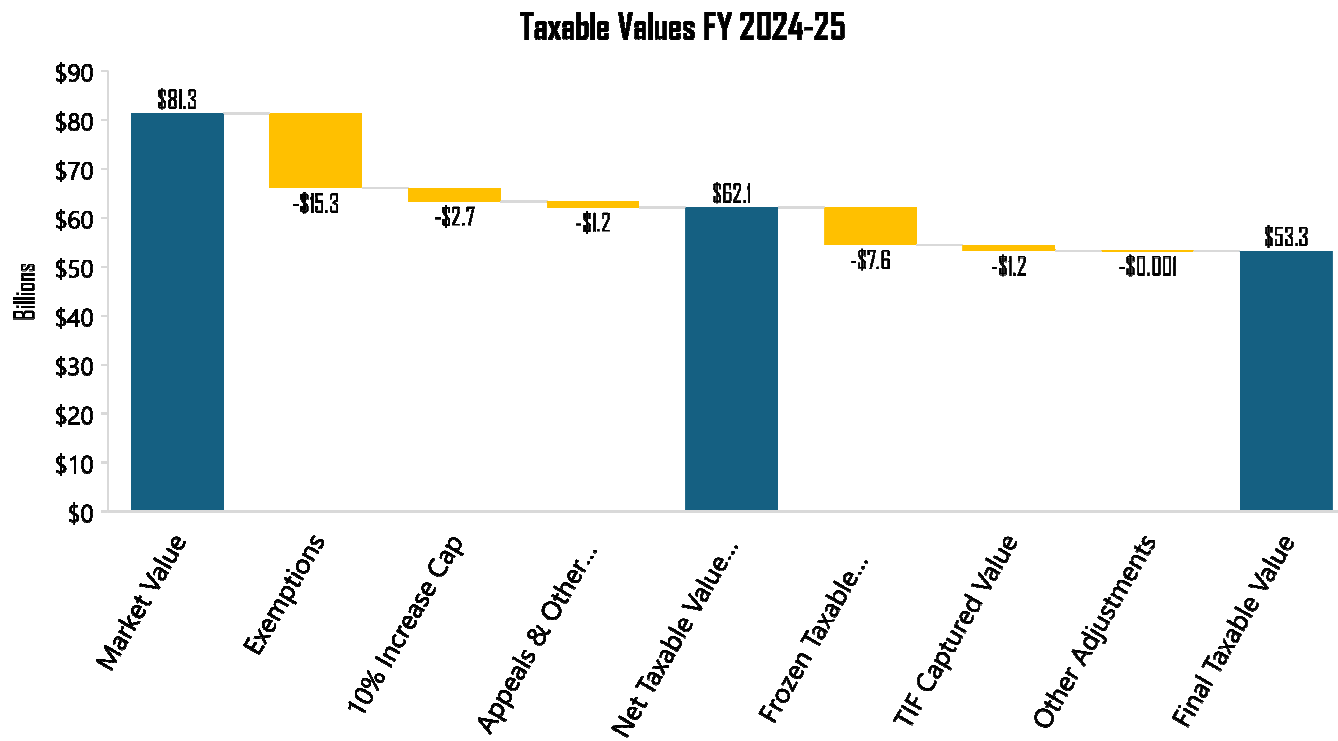


GENERAL FUND REVENUES – VOTER APPROVAL RATE

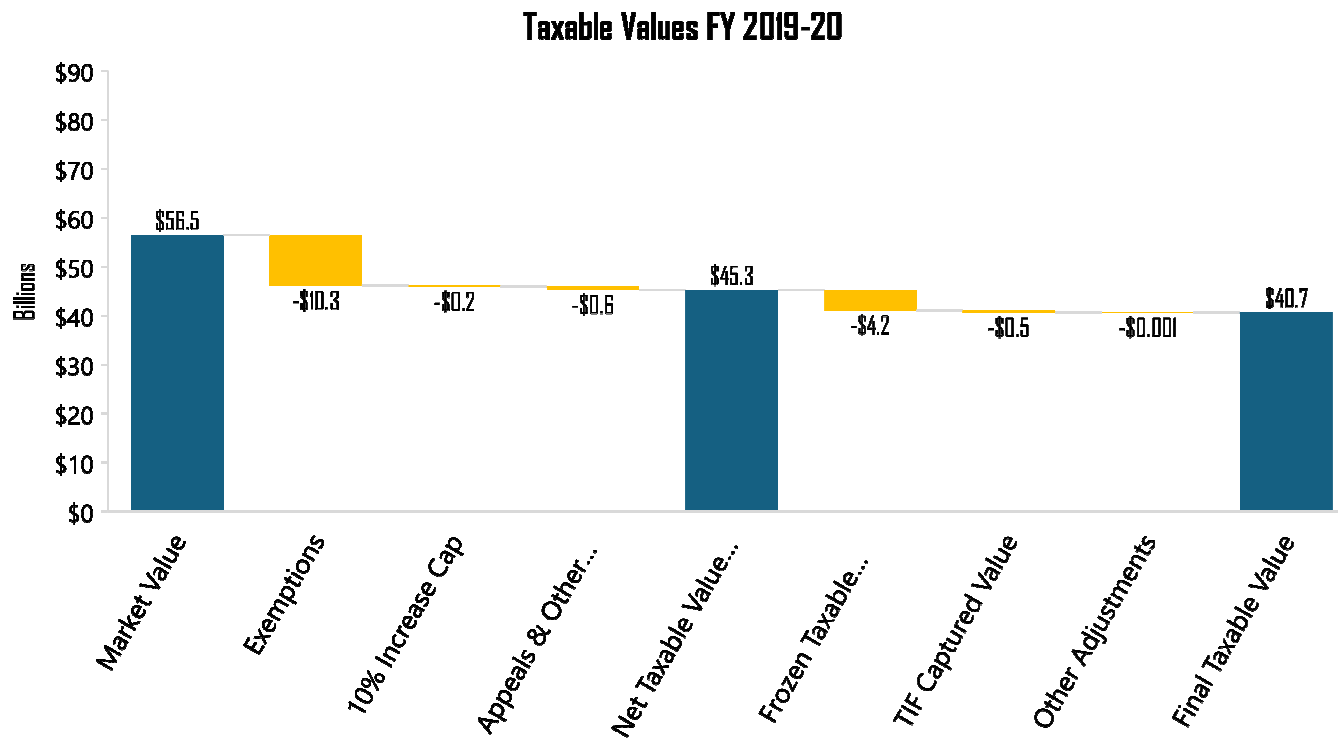
- Property tax revenues from existing properties could be increased by 3.5% annually (Voter Approval Rate, or VAR)
- Total revenues would increase at an average rate of **4.4%** per year



PROPERTY TAX – KEY FACTORS

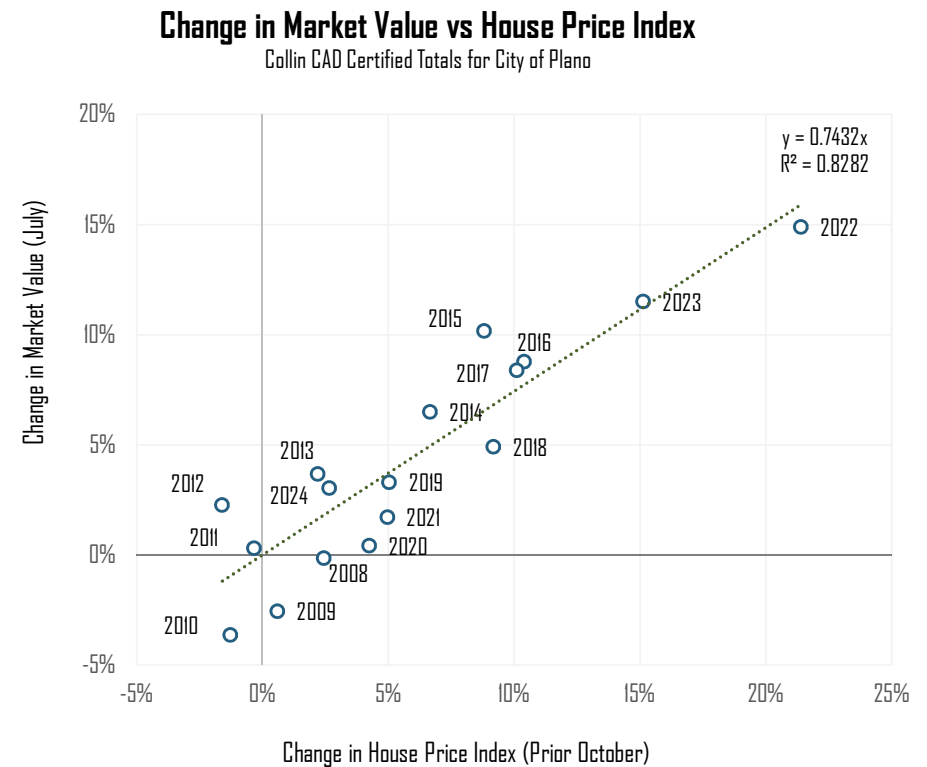


PROPERTY TAX – KEY FACTORS



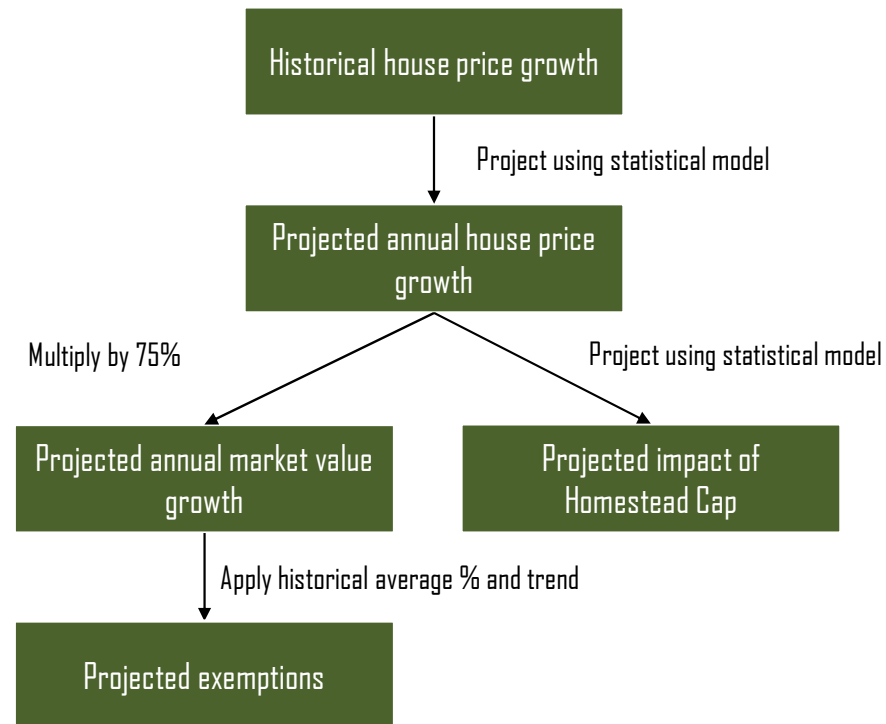
PROPERTY TAX ASSUMPTIONS – MARKET VALUE

- Property tax projections are based on house price growth
- Historically, a high correlation between changes in house prices and subsequent changes in market values
- Every 1% increase in house prices → ~0.75% increase in market value in Central Appraisal District totals



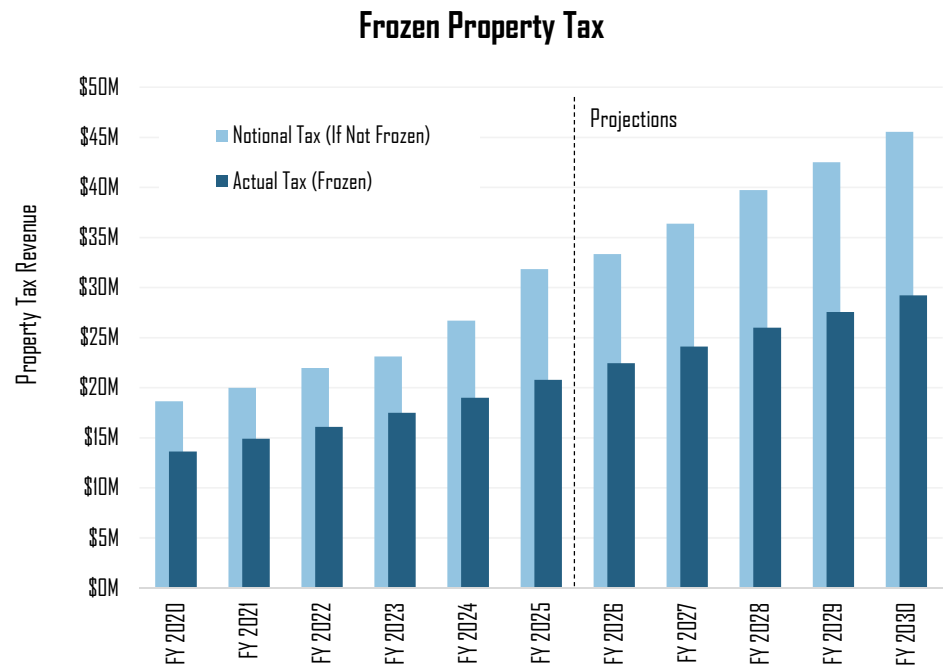
PROPERTY TAX ASSUMPTIONS - SUMMARY

- Flow chart illustrates the method used to project taxable values for Plano's existing properties
- Market value of new improvements initially assumed to be \$750 M per year, falling to \$500 M (City estimates)



PROPERTY TAX ASSUMPTIONS – PROPERTY TAX FREEZE

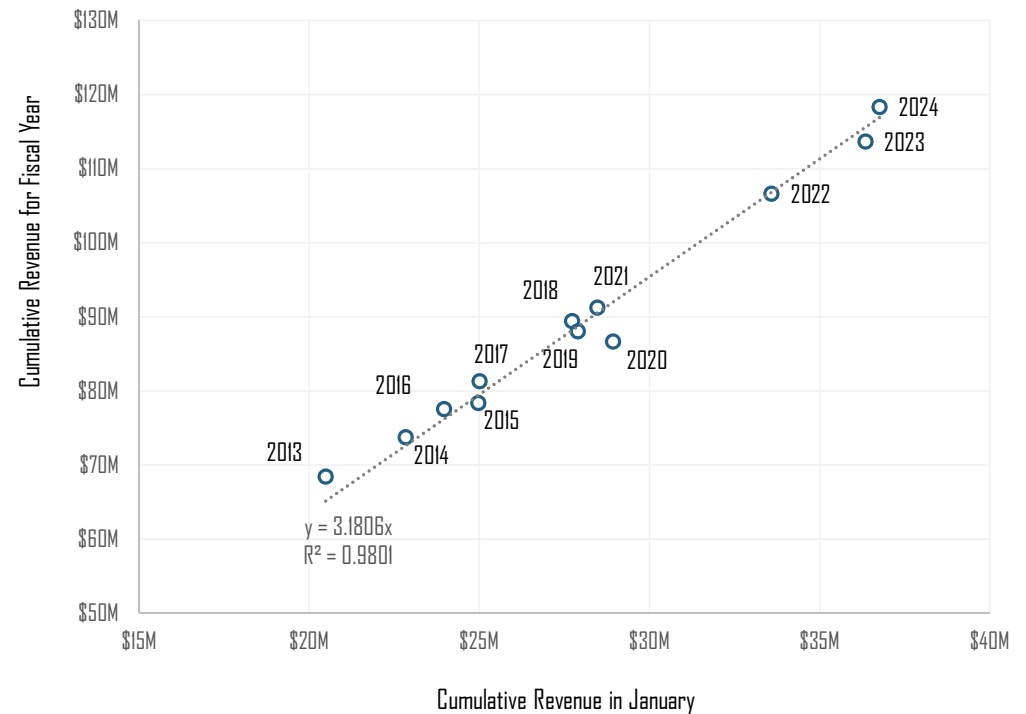
- Property tax freeze projections are based on taxable values for households where the oldest resident is aged 62, 63, or 64.
- Used to project newly-frozen properties for next three years. Subsequent years are based on historical averages.
- Projections reflect assumed attrition in the number of eligible households.



SALES TAX ASSUMPTIONS

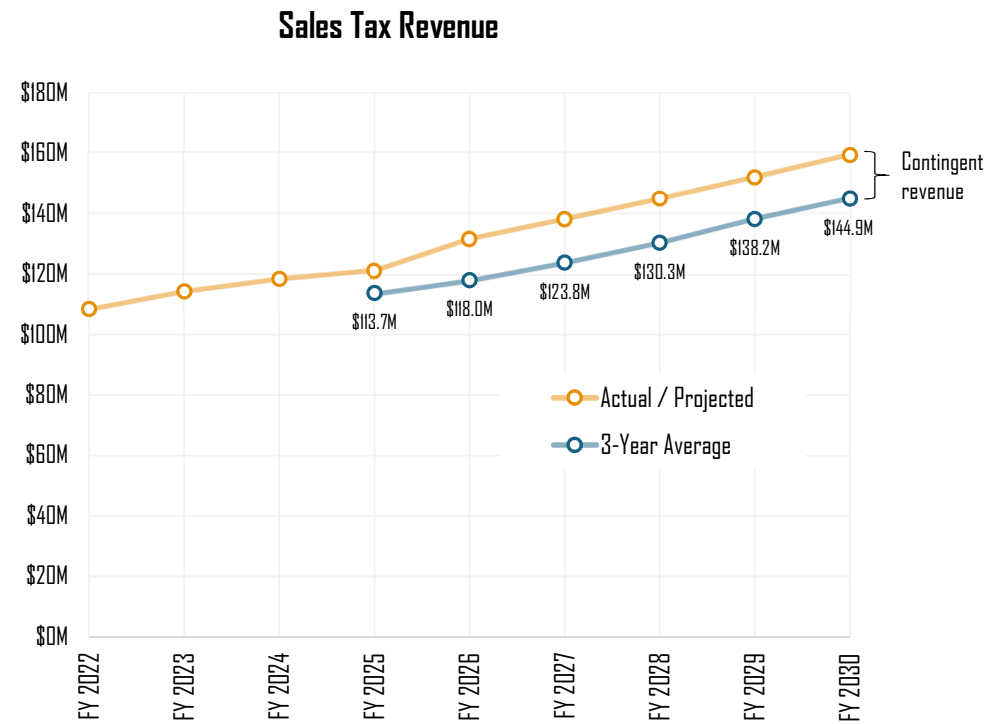
- Sales tax revenues in the current fiscal year can be predicted based on revenues received to date, or based on City estimates
- Future years' projections are based on forecasts provided by the City's sales tax consultant

Forecast Sales Tax Revenue - Current Year



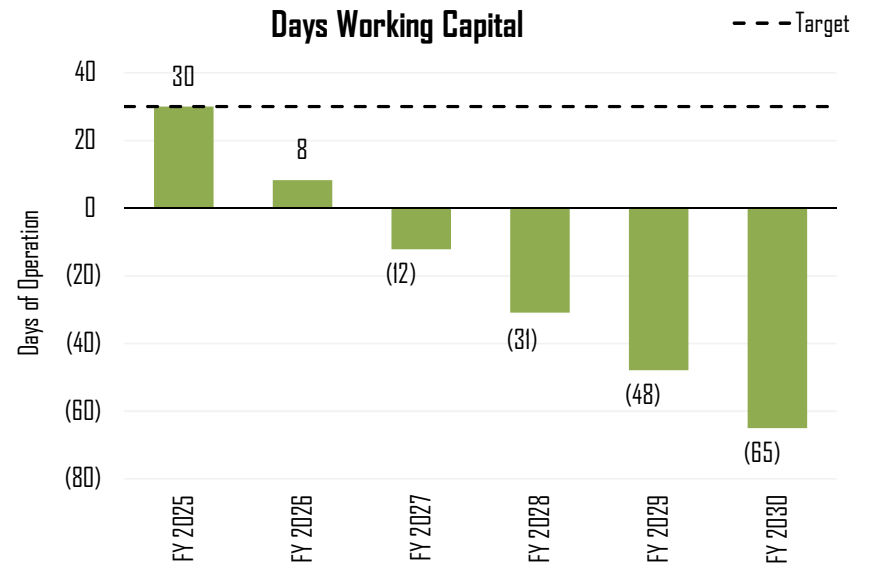
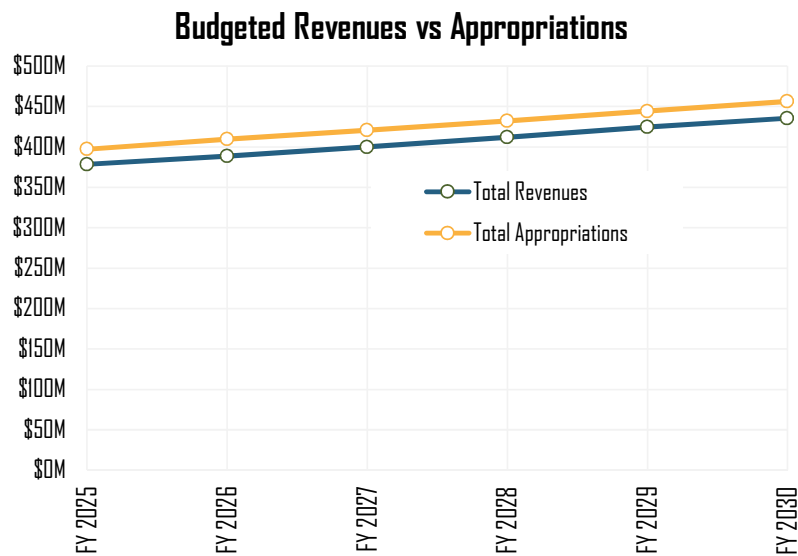
SALES TAX ASSUMPTIONS

- For budgeting purposes, the model maintains the City’s policy of using average sales tax revenue from the past three years



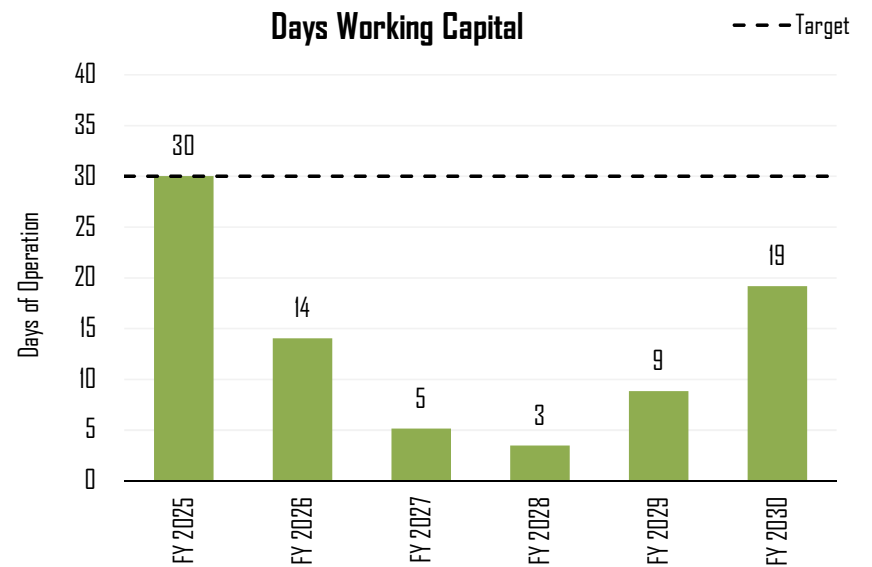
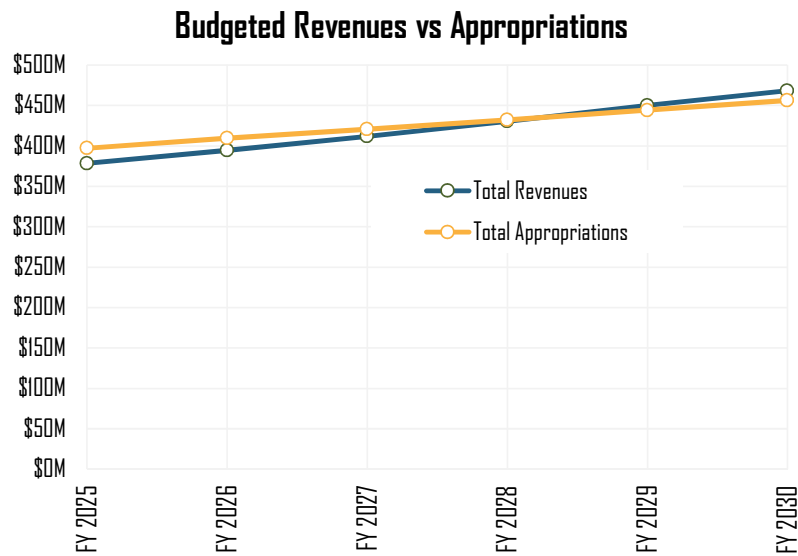
EXPENDITURE VS REVENUES (NO NEW REVENUE RATE)

- Total appropriations exceed revenues in FY 2024-25. Fund balances make up shortfall.
- Revenues with NNR property tax would further deplete fund balances:



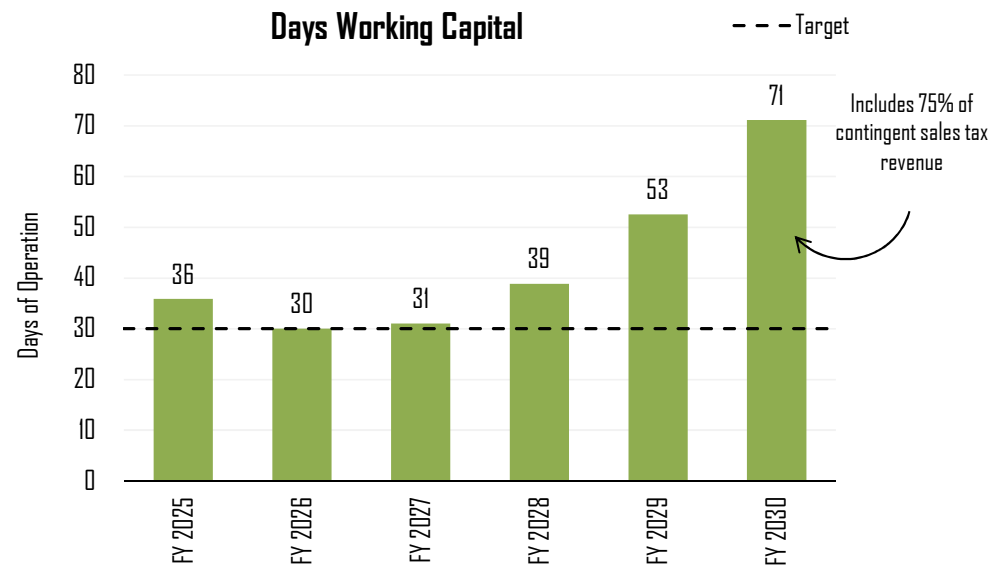
EXPENDITURE VS REVENUES (VOTER APPROVAL RATE)

- Balances would be higher with VAR increases to property tax, but remain below 30-day target



EXPENDITURE VS REVENUES (VAR AND CONTINGENT SALES TAX)

- Though not budgeted by policy, adding 75% of expected contingent sales tax revenue along with assuming VAR increases to property tax would meet or exceed the 30-day working capital target over five years



STATUS AND NEXT STEPS

Status

- Our modeling tool is still in beta testing, with key City staff continuing to advise on improved functionality

Model Additions/Adjustments (now through September)

- Continue working with staff to refine key output measures
- Updating forward looking operational needs from budget requests or department business plans, e.g., new staff & equipment
- Add debt forecasting inputs to approximate I&S tax rates
- Refinements to revenue forecasts for projects/areas with economic incentives that change over time



THANK YOU

Steve Doogue
Manager
sdoogue@newgenstrategies.net

Matthew Garrett
Partner and Managing Director
mgarrett@newgenstrategies.net