

## CITY COUNCIL

# 1520 K Avenue, Plano TX 75074 and via videoconference

DATE: June 23, 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 livestreamed on Plano's website at www.planotv.org, YouTube.com/cityofplanotexas and Facebook.com/cityofplanotx.

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

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

#### CALL TO ORDER

INVOCATION: Pastor Rita Kopecki - New Hope Christian Fellowship

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Girl Scout Troop 6001

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: June 24, 2025 is Elsie Cooke-Holmes Day in Plano. Presented

Proclamation: July is National Parks and Recreation month. **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) June 9, 2025 Approved

#### Approval of Expenditures

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

- (b) RFB No. 2025-0269-B for Arterial Concrete Repair Coit Road SH 190 to Parker Road, Project No. PW-S-00066 for the Public Works Department to J&L Construction, LLC in the amount of \$1,611,083; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2025-0297-AC for a one (1) year contract with three (3) one-year automatic renewals for Public Grounds Mowing and Landscape Maintenance, Group 2 for the Parks and Recreation Department to NTSM LLC DBA Perfect Finish Landscaping in the estimated annual amount of \$103,251; and authorizing the City Manager to execute all necessary documents. **Approved**

#### Purchase from an Existing Contract

(d) To approve the purchase of Pavement Condition Assessment - 2025, Project No. PW-S-00016 for the Public Works Department in the amount of \$308,084 from Roadway Asset Services, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (TxShare Agreement #2022-063) Approved (e) To approve the purchase of Salesforce Gov Cloud Renewal for three (3) years for Technology Solutions in the total estimated amount of \$827,315 from Carahsoft Technology Corporation through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-CPO-5175) Approved

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

(f) To approve a real estate contract in the amount of \$148,500 for the purchase of a Street, Utility, and Sidewalk Easement located at 1101 East Plano Parkway from The American National Bank of Texas; and authorizing the City Manager to execute all necessary documents. Approved

#### Approval of Contract Modification

(g) To approve an increase to the current awarded contract amount of \$5,557,587 by \$222,257 for a total contract amount of \$5,779,844 for 350 Microsoft Office Professional Plus licenses with Software Assurance from SHI Government Solutions for Technology Solutions; and authorizing the City Manager to execute all necessary documents. (City of Plano Internal Contract No. 2025-0213-OR; Contract Modification No. 1) Approved

#### Approval of Change Order

- (h) To approve an increase to the current awarded contract amount of \$4,425,203 by \$1,048,402 for a total contract amount of \$5,473,605 for Residential Concrete Pavement Repair Zone L8 North, Project No. PW-S-00052, from Jim Bowman Construction Company, L.P. for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2023-0616-B; Change Order No. 1) Approved
- (i) To approve a decrease to the current awarded contract amount of \$1,895,000 by \$402,849 for a total contract amount of \$1,492,151 for Sanitary Sewer Improvements: Legacy Drive, Ohio Drive, Prestonwood Country Club, and Timbercreek Drive, Project No. 7039, from Stoic Civil Construction, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2024-0338-B, Change Order No. 1) **Approved**

#### Approval of Expenditure

- (j) To approve an expenditure in the amount of \$2,008,000 for the purchase of real property at 1712/1720 K Avenue from Larry Hendricks; and authorizing the City Manager to execute all necessary documents. **Approved**
- (k) To approve an expenditure for professional services for roof replacement at three locations and brick resealing one location (FAC-F-00135, FAC-F-00139, FAC-F-00163 and FAC-F-00033) in the amount of \$101,450 from The Chadwell Group, LP DBA Premier Building Envelope Consultants for the Engineering Department; and authorizing the City Manager to execute all necessary documents. Approved

(I) To approve an expenditure for reimbursement for landscaping services in the estimated amount of \$102,271 to Willow Bend West V Home Owners Association for the Engineering Department; and authorizing the City Manager to execute all necessary documents. Approved

#### Approval of Contract / Agreement

- (m) To approve an exercise host agreement between the North Central Texas Council of Governments and the City of Plano. **Approved**
- (n) To approve an Economic Development Incentive Agreement between the City of Plano and Parker Plaza West, LP; and authorizing the City Manager to execute all necessary documents. Approved

#### **Adoption of Resolutions**

- (o) To approve a contract with the Texas Department of Housing and Community Affairs in an amount not to exceed \$123,461 for the Homeless Housing and Services Program under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; providing an effective date; and authorizing the City Manager to execute all necessary documents. Adopted Resolution No. 2025-6-16(R)
- (p) To approve a contract with the Texas Department of Housing and Community Affairs in a total amount not to exceed \$38,596 for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; providing an effective date; and authorizing the City Manager to execute all necessary documents. Adopted Resolution No. 2025-6-17(R)
- (q) To authorize the issuance of a letter of approval to Integrity EMS Services LLC to provide emergency medical services in the City of Plano as referenced under Section 773.0573, Health and Safety Code; authorizing the City Manager to execute the letter of approval; and providing an effective date. Adopted Resolution No. 2025-6-18(R)
- (r) To approve a revised Parks and Recreation Fee Schedule for the use of certain facilities and memberships; and providing an effective date. Adopted Resolution No. 2025-6-22(R)
- (s) To act in response to a petition for recognition, received on June 17, 2025, on behalf of the Plano Firefighters Association, IAFF Local 2149, to be the sole and exclusive bargaining agent for Plano Fire-Rescue firefighters, in accordance with the provisions of the meet and confer statute as set forth in Texas Local Government Code, Chapter 142 and grant recognition of the Association as requested in the petition and determining that the City of Plano may and shall meet and confer with said Association without conducting an election by the voters; and providing an effective date. Adopted Resolution No. 2025-6-19(R)

#### Adoption of Ordinances

- (t) To amend Section 12-73 (d), Same Specific zones, of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, to remove or to adjust the effective times and/or limits of school zones on various streets, 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. 2025-6-20
- (u) To amend Section 12-101, Prohibited on certain streets at all times, 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 Blackwood 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. 2025-6-21

#### 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) To approve an expenditure in an amount up to \$8,150,000 for the purchase of real property located at 3805 Timberline Drive from Plano Independent School District; and authorizing the City Manager to execute all necessary documents. **Approved** 

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.



#### **MEETING DATE: 6/23/2025**

**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.

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AGENDAITEM: 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 <u>closes at 4:00 p.m.</u> on the day of the meeting. ONSITE REGISTRATION IS NOT AVAILABLE.

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RECOMMENDED ACTION:



MEETING DATE:	6/23/2025	
DEPARTMENT:	Proclamations	
DIRECTOR:	Andrew Fortune, Director of Policy & Government Relations	
AGENDA ITEM:	Elsie Cooke-Holmes Days is June 24, 2025	
<b>RECOMMENDED ACTION:</b> Proclamations and Special Recognition		

#### ITEM SUMMARY

Proclamation: June 24, 2025 is Elsie Cooke-Holmes Day in Plano. Presented



MEETING DATE:	6/23/2025	
DEPARTMENT:	Proclamations	
DIRECTOR:	Andrew Fortune, Director of Policy & Government Relations	
AGENDA ITEM:	July is National Parks and Recreation Month	
<b>RECOMMENDED ACTION:</b> Proclamations and Special Recognition		

#### **ITEM SUMMARY**

Proclamation: July is National Parks and Recreation month. Presented



MEETING DATE:6/23/2025DEPARTMENT:City SecretaryDIRECTOR:Lisa Henderson, City SecretaryAGENDA ITEM:Approval of MinutesRECOMMENDED ACTION:Approval of Minutes

#### **ITEM SUMMARY**

June 9, 2025 Approved

#### ATTACHMENTS:

Description Combined Minutes Upload DateType6/16/2025Minutes

#### PLANO CITY COUNCIL COMBINED MINUTES June 9, 2025

#### **COUNCIL MEMBERS PRESENT**

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

#### **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 5:00 p.m., Monday, June 9, 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 and Litigation, Section 551.071; discuss Economic Development matters, Section 551.087; discuss Real Estate matters, Section 551.072; and discuss Personnel matters, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required. The Council convened into Executive Session at 5:01 p.m.

Mayor Muns reconvened the meeting back into the Preliminary Open Meeting at 6:26 p.m.

• **Consideration and action resulting from Executive Session discussion** Upon a motion by Deputy Mayor Pro Tem Holmer and second by Councilmember Downs,

the Council voted 8-0 to authorize the settlement of the Christine Park claim in accordance with the direction given in executive session.

#### • DART Update

Shelby Williams spoke to DART reform.

Mayor Muns convened the Council into the Regular Session on Monday, June 9, 2025, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue and via videoconference. A quorum was present.

#### **Invocation and Pledge**

Elder Terry Bonds with Northeast Bible Church led the invocation, and Troop 3000 – Charter Organization Resurrection Lutheran Church led the Pledge of Allegiance and Texas Pledge.

#### **Proclamations and Special Recognitions**

<u>Proclamation</u>: June 19 is Juneteenth Day in Plano commemorating the end of slavery in the United States.

Susan Fischer, with Congressman Keith Self's Office, presented a certificate celebrating the City of Plano's 152<sup>nd</sup> Birthday.

#### **Preliminary Open Meeting Items Continued**

- Streambank Stabilization/Drainage Update
   Shelby Williams stated Streambank Stabilization should be included as a part of city
   infrastructure maintenance.
   Brent Ehmke spoke in support of creating a city policy and funding equity.
   John Zieren spoke in support of creating a city policy.
   Nancy Markham spoke in support of a creating city policy.
   Joey Sevin spoke in support of treating streambank stabilization as city infrastructure.
   MA Klock spoke in support of treating streambank stabilization as city infrastructure.
- Consent and Regular Agendas
- Council items for discussion/action on future agendas

#### **Comments of Public Interest**

No one requested to speak.

#### **Consent Agenda**

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

#### **Approval of Minutes**

May 27, 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. 2025-0121-AC** for a one-year contract with four (4) one-year automatic renewals for Emergency Services Light Duty Upfitting and Decommissioning for Fleet Equipment Services to Carstar Sheer Metal, Mal Technologies Fleet, Pro-Fit Outfitters, Stolz Telecom Inc, and Five Star Chevrolet, LLC in the estimated annual amount of \$250,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

**RFB No. 2025-0241-B** for Two (2) Self-Unloading Belt Trailers for Fleet Services to Chaves Brothers Management, LLC in the amount of \$251,900; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

**RFB No. 2025-0245-B** for Prairie Meadow Park Drainage Improvements, Project No. PKR-P-00099, for the Parks and Recreation Department to C. Green Scaping, LP in the amount of \$107,062; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

**RFB No. 2025-0210-B** for Tom Muehlenbeck Center Furniture for the Facilities Division of the Engineering Department to New Tangram, LLC DBA Tangram Interiors in the estimated amount of \$234,204; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "E")

**RFB No. 2025-0274-B** for 62-Plano Event Center Replace Parking Lot Lights and Poles, Project No. FAC-F-00161, for the Facilities Division of the Engineering Department to Victory Lighting & Electrical Services, LLC in the amount of \$266,596; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "F")

**RFQ No. 2024-0571-B** for an Engineering Design Services Agreement for Spring Creek Drainage Analysis - 15th Street to Plano Parkway, Project No. ENG-D-00008, for the Engineering Department to Lockwood, Andrews & Newnam, Inc. in the amount of \$659,101; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "G")

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

To approve the purchase of Portable Radios, Body Worn Cameras, In-Car Video Recording Systems, and associated items for the Police Department in the amount of \$5,674,069 from Motorola Solutions, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (HGAC RA05-21) (Consent Agenda Item "H")

#### **Approval of Expenditure**

To approve an expenditure for Landscape Architect professional services for Arbor Hills Nature Preserve Playground Renovation, Project No. PKR-P-00068, in the amount of \$215,755 from Dunaway Associates, LLC for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "I")

#### **Adoption of Resolutions**

**Resolution No. 2025-6-1(R):** To approve the Investment Portfolio Summary for the quarter ended March 31, 2025; and providing an effective date. (Consent Agenda Item "J")

#### **Adoption of Ordinances**

**Ordinance No. 2025-6-2:** To repeal in its entirety Section 8-17, Adoption of International Fire Code, of Article II, Fire Code, of Chapter 8, Fire Prevention and Protection, of the Code of Ordinances of the City of Plano; adopting the 2024 Edition of the International Fire Code, with certain revised additions, deletions, and amendments, as the Fire Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, and an effective date. (Consent Agenda Item "K")

**Ordinance No. 2025-6-3:** To amend Section 14-3, Weeds, refuse, unsanitary conditions and stagnant water, of Article I, In General, of Chapter 14, Offenses – Miscellaneous, of the Code of Ordinances of the City of Plano, to comply with changes in state law associated with municipal regulations related to agricultural operations and to revise administrative fees assessed for abatement; and providing a repealer clause, a severability clause, a penalty clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "L")

**Ordinance No. 2025-6-4:** To repeal Ordinance No. 2022-1-11, codified as Divisions 1, Generally, and 2, Amendments, of Article III, Property Maintenance Code, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano; adopting the 2024 edition of the International Property Maintenance Code, including Appendix A, with certain additions, deletions, and amendments, as the Property Maintenance Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item "M")

**Ordinance No. 2025-6-5:** To amend Section 6-179, Permit to construct or alter, and Section 6-186, Maintenance, of Division 1, General, of Article VII, Fences, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano, to remove unnecessary requirements, confusing language, and clarify responsibility for proper fence construction and maintenance; providing for an offense for the failure to properly construct and maintain a fence structure; and providing a repealer clause, a severability clause, a penalty clause, a savings clause, a publication clause, and effective date. (Consent Agenda Item "N")

**Ordinance No. 2025-6-6:** To amend Section 14-15, Graffiti, of Article I, In General, of Chapter 14, Offenses - Miscellaneous, of the Code of Ordinances of the City of Plano, to adjust administrative fees assessed for abatement of graffiti; providing for an offense for the failure to remove graffiti; and providing a repealer clause, a severability clause, a penalty clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "O")

**Ordinance No. 2025-6-7:** To repeal in its entirety City of Plano Ordinance No. 2022-1-12, codified as Division 2, Plumbing Code, of Article VIII, Plumbing and Mechanical Equipment, of Chapter 6 of the Code of Ordinances; adopting the 2024 Edition of the International Plumbing Code, with certain additions, deletions, and amendments, as the Plumbing Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item "P")

**Ordinance No. 2025-6-9:** To repeal in its entirety City of Plano Ordinance No. 2022-1-16, codified as Article XIX, Fuel Gas Code, of Chapter 6 of the Code of Ordinances; adopting the 2024 Edition of the International Fuel Gas Code, with certain additions, deletions, and amendments, as the Fuel Gas Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item "R")

and providing a repealer clause, a severability cause, a saving clause, a penalty clause, a publication

clause, and an effective date. (Consent Agenda Item "O")

**Ordinance No. 2025-6-10:** To repeal in its entirety City of Plano Ordinance No. 2022-1-15 codified as Article XVIII, Energy Conservation Code, of Chapter 6 of the Code of Ordinances; adopting the 2024 Edition of the International Energy Conservation Code, with certain additions, deletions, and amendments, as the Energy Conservation Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item "S")

**Ordinance No. 2025-6-11:** To repeal in its entirety City of Plano Ordinance No. 2022-1-18, codified as Article XXII, Existing Building Code, of Chapter 6 of the Code of Ordinances; adopting the 2024 Edition of the International Existing Building Code, with certain additions, deletions, and amendments, as the Existing Building Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item "T")

**Ordinance No. 2025-6-12:** To repeal in its entirety City of Plano Ordinance No. 2022-1-19, codified as Article XXIII, Swimming Pool and Spa Code, of Chapter 6 of the Code of Ordinances; adopting the 2024 Edition of the International Swimming Pool and Spa Code, with certain additions, deletions, and amendments, as the Swimming Pool and Spa Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item "U")

**Ordinance No. 2025-6-13:** To repeal in its entirety Ordinance No. 2022-1-14, codified as Article IX, Electrical Code, Chapter 6 of the Code of Ordinances; adopting the 2023 National Electrical Code, with certain additions, deletions, and amendments as the Electrical Code of the City of Plano; and providing a repealer clause, a severability clause, a penalty clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "V")

End of Consent

**Public Hearing and adoption of Ordinance No. 2025-6-14** to repeal in its entirety City of Plano Ordinance No. 2022-1-10, codified as Article II, Building Code, of Chapter 6 of the Code of Ordinances; adopting the 2024 Edition of the International Building Code, with certain additions, deletions, and amendments, as the Building Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Regular Item "1")

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

**MOTION:** Upon a motion made by Deputy Mayor Pro Tem Holmer and seconded Councilmember Horne, the Council voted 8-0, to repeal in its entirety City of Plano Ordinance No. 2022-1-10, codified as Article II, Building Code, of Chapter 6 of the Code of Ordinances; adopting the 2024 Edition of the International Building Code, with certain additions, deletions, and amendments, as the Building Code of the City of Plano; and further to adopt Ordinance No. 2025-6-14.

**Public Hearing and adoption of Ordinance No. 2025-6-15** to repeal City of Plano Ordinance No. 2022-1-17, codified as Article XX, Residential Code, of Chapter 6 of the Code of Ordinances; adopting the 2024 Edition of the International Residential Code, with certain additions, deletions, and amendments, as the Residential Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Regular Item "2")

Mayor Muns open the public hearing. Corey Reinaker spoke in support of adoption of the code. Mayor Muns closed the public hearing.

**MOTION:** Upon a motion made by Councilmember Horne and seconded Mayor Pro Tem Tu, the Council voted 8-0, to repeal City of Plano Ordinance No. 2022-1-17, codified as Article XX, Residential Code, of Chapter 6 of the Code of Ordinances; adopting the 2024 Edition of the International Residential Code, with certain additions, deletions, and amendments, as the Residential Code of the City of Plano; and further to adopt Ordinance No. 2025-6-15.

With no further discussion, the Regular City Council Meeting adjourned at 7:42 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY



MEETING DATE:	6/23/2025
DEPARTMENT:	Public Works-CIP Construction
DIRECTOR:	Abby Owens, Director of Public Works
AGENDA ITEM:	Award of bid in the amount of \$1,611,083 for Arterial Concrete Repair Coit Road - SH 190 to Parker Road, Project No. PW-S-00066
RECOMMENDED ACTION:	Award/Rejection of Bid/Proposal

#### ITEM SUMMARY

RFB No. 2025-0269-B for Arterial Concrete Repair Coit Road - SH 190 to Parker Road, Project No. PW-S-00066 for the Public Works Department to J&L Construction, LLC in the amount of \$1,611,083; and authorizing the City Manager to execute all necessary documents. **Approved** 

#### BACKGROUND

Public Works recommends the bid for the Arterial Concrete Repair Coit Road – SH 190 to Parker Road project be awarded to J&L Construction, LLC in the amount of \$1,611,083 to be accepted as the lowest responsive and responsible bid for the project, conditioned upon timely execution of all necessary documents. A total of 2,422 vendors were notified of the bid, six (6) submitted a "No Bid," and fourteen (14) bids were submitted.

This project involves the repair of an estimated 10,000 square yards of arterial concrete pavement, 10,000 square feet of sidewalk, and 17 barrier free ramps, located along Coit Road between SH 190 and Parker Road.

Public Works employs three options for different types of pavement repair needs. City staff typically handle smaller isolated repairs of significantly damaged streets, sidewalks, and alleys. Utilizing city crews for these areas is more cost-effective than a third party due to costs of mobilization and economy of scale. Next, the department utilizes Requirements Projects that are location-based work orders to address moderately sized areas needing repair. Staff creates work orders for these areas with higher quantities of concrete repair and traffic control than city crews can address. Staff also inspect the third-party construction activities to ensure the work is performed to city specifications. Finally, larger areas of repair, such as this project, are bid as separate contracts for arterial rehabilitation projects that cover several miles of infrastructure.

Public Works staff evaluate both the effectiveness of our street projects and feasibility to do more work with Public Works staff. At this time, sufficient yard/storage space, staff space, and equipment are not available for city staff to perform larger pavement rehabilitation projects, such as this arterial rehabilitation project, and still address isolated areas for repair that cost the city more for contractors to complete.

If this project is not awarded, the areas located on Coit Road between SH 190 and Parker Road will not be repaired. This will result in elevated maintenance and replacement costs in the future. In addition, existing ADA compliance issues will not be repaired, leaving pedestrian facilities in an unsafe condition.

Engineer's estimate for this project is \$2,250,000.

#### FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Street Improvements CIP and is planned for future years, as well. Construction services for the Arterial Concrete Repair Coit Road - SH 190 to Parker Road project in the total estimated amount of \$1,611,083 will leave a current year balance of \$88,317 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	Туре
Bid Recap	6/5/2025	Bid Recap
Location Map	5/28/2025	Мар

## **CITY OF PLANO**

### **RFB CIP**

## Bid No. 2025-0269-B Arterial Concrete Repair Coit Road – SH 190 to Parker Road Project No. PW-S-00066

### **Bid Recap**

Bid Opening Date/Time: Thursday, April 17, 2025 2:00 PM

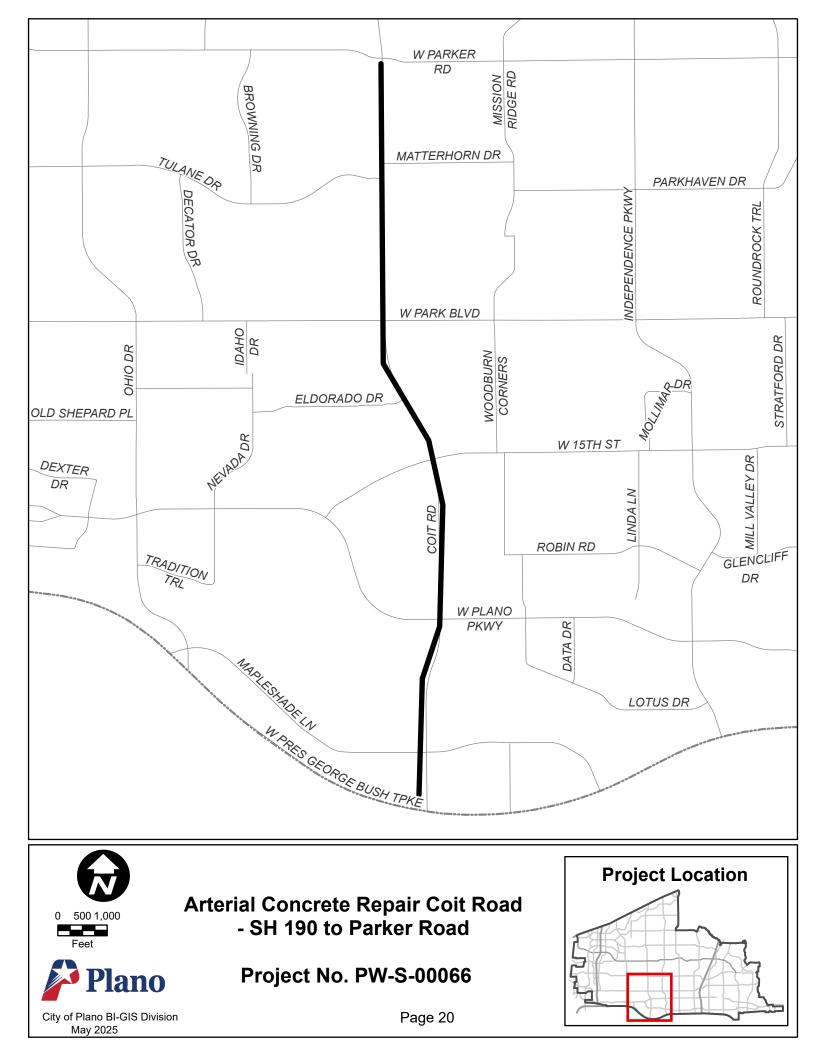
Number of Vendors Notified: 2422

Vendors Submitting "No Bids": 6

Number of Non-Responsive Bids Submitted: 1

Number of Responsive Bids Submitted: 14

<u>Vendor:</u>	<u>Total Bid:</u>
J&L Construction, LLC	\$1,611,082.51
ICOS Management LLC	\$1,650,196.00
Jim Bowman Construction Company, L.P.	\$1,694,999.00
Garret Shields Infrastructure	\$1,729,500.00
BCR2, LLC	\$1,738,860.00
Ratliff Hardscape, Ltd.	\$1,823,439.00
Vernara LLC	\$1,879,900.00
HQS Construction, LLC	\$1,957,300.00
Urban Infraconstruction LLC	\$1,977,250.00
Cam-Crete Contracting Inc	\$1,996,550.00
Talbert Companies, LLC	\$2,091,482.39
SAZ Infrastructure (SAZ Global, Inc.)	\$2,093,680.00
CI Pavement (Alderink Enterprises, Inc)	\$2,196,533.13
Capko Concrete Structures, LLC.	\$2,615,130.00
Recommended Vendor: J&L Construction, LLC	\$1,611,082.51
Dawn Smith Dawn Smith, Contract Administrator	<u>6/5/2025</u> Date Page 19





MEETING DATE:	6/23/2025
DEPARTMENT:	Parks
DIRECTOR:	Ron Smith, Director of Parks and Recreation
AGENDA ITEM:	2025-0297-AC – Public Grounds Mowing and Landscape Maintenance, Group 2
RECOMMENDED ACTION:	Award/Rejection of Bid/Proposal

#### ITEM SUMMARY

RFB No. 2025-0297-AC for a one (1) year contract with three (3) one-year automatic renewals for Public Grounds Mowing and Landscape Maintenance, Group 2 for the Parks and Recreation Department to NTSM LLC DBA Perfect Finish Landscaping in the estimated annual amount of \$103,251; and authorizing the City Manager to execute all necessary documents. **Approved** 

#### BACKGROUND

This contract constitutes public grounds mowing and landscape maintenance comprised of 20 locations within the City of Plano totaling 45 acres.

Per the information obtained in IonWave, the City of Plano notified 1,250 vendors; 35 vendors viewed the bid. The city received 11 bids and 2 no bid. Bid amounts ranged from \$103,251 to \$666,960. NTSM LLC DBA Perfect Finish Landscaping is the lowest responsive, responsible bidder with a bid of \$103,251. This amount is within the budgeted amount for this contract. After reviewing the vendor submittals and consulting with work history references, NTSM LLC DBA Perfect Finish Landscaping appears capable of meeting all the requirements of the subject bid.

It is the recommendation of the Parks and Recreation Department to award Bid 2025-0297-AC Public Grounds Mowing and Landscape Maintenance, Group 2 to NTSM LLC DBA Perfect Finish Landscaping for the amount of \$103,251.

The department strives to maintain an appropriate balance between in-house and contracted maintenance. Approximately 30% of overall mowing/landscape maintenance overseen by Parks & Recreation is outsourced while 70% is handled in-house. Too heavy on the "in-house" side can lead to overstaffing and unnecessary equipment costs. If this contract is not awarded, the additional responsibilities at these city-wide services will be absorbed by existing staff within all three grounds maintenance districts, further stretching their duties and resulting in a reduction of mowing and trim at park sites and public buildings. In addition, response time to address safety and other park related issues will increase.

#### FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Grounds Maintenance Services Budget. This request is for a one (1) year contract with three (3) automatic one-year renewals for Public Grounds Mowing and Landscape Maintenance, Group 2 in the annual estimated amount of \$103,251. The initial amount of \$37,298 will be funded in the 2024-25 Grounds Maintenance Services Budget and leave a remaining balance of \$171,136 for other contractual expenditures. Future year expenditures are dependent on

contract renewals in the annual estimated amount of \$103,251 in the 2025-26 through 2027-28 Budgets and \$65,953 in the 2028-29 Budget. All future year expenditures will occur within council approved appropriations.

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

#### ATTACHMENTS:

Description Bid Recap Upload Date Type 6/10/2025 Bid Recap

#### **CITY OF PLANO**

#### SOLICITATION No. 2025-0297-AC

#### Public Grounds Mowing and Landscape Maintenance, Group 2

#### **BID RECAP**

Bid Due Date/Time: April 28, 2025, at 2:00 PM CT

Number of Vendors Notified: 1,250

Vendors Submitting "No Bids": 2

Number of Bids Submitted Non-Responsive: 0

Number of Responsive Bids Submitted: 11

VENDOR NAME	<u>AMOUNT</u>
NTSM LLC dba Perfect Finish Landscaping	\$103,251.00
Pace Construction Services	\$115,325.00
Texas Pipeline Services	\$118,335.00
Davey Tree Surgery Company	\$120,379.50
Incircle Management Company	\$121,270.00
Green World Care	\$123,895.00
Abescape Group LLC	\$166,625.00
Reeder Landscape	\$185,475.00
WCD Enterprises, LLC	\$226,141.70
Richmond and Associates	\$270,048.00
Good Earth Corporation	\$666,960.00

RECOMMENDED VENDOR	AMOUNT
NTSM LLC dba Perfect Finish Landscaping	\$103,251.00



MEETING DATE:	6/23/2025
DEPARTMENT:	Public Works-CIP Construction
DIRECTOR:	Abby Owens, Director of Public Works
AGENDA ITEM:	Approve a purchase in the amount of \$308,084 for Pavement Condition Assessment - 2025, Project No. PW-S-00016
RECOMMENDED ACTION:	Purchase from Existing Contract

#### ITEM SUMMARY

To approve the purchase of Pavement Condition Assessment - 2025, Project No. PW-S-00016 for the Public Works Department in the amount of \$308,084 from Roadway Asset Services, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (TxShare Agreement #2022-063) **Approved** 

#### PREVIOUS ACTION/PRESENTATION

#### BACKGROUND

The Public Works Department recommends awarding the Pavement Condition Assessment - 2025 Project, in the amount of \$308,084, to Roadway Asset Services, LLC. The City of Plano solicited proposals from vendors pre-qualified by the North Central Texas Council of Governments (NCTCOG) to provide pavement analysis services through a competitive procurement process. Following evaluation of the submitted proposals and vendor presentations, the evaluation team determined that Roadway Asset Services, LLC offers the most suitable combination of qualifications, experience, and resources that meet the city's requirements.

These services will be purchased under existing contract TxShare Agreement #2022-063, which provides for pavement data collection services required to complete the City's roadway network assessment. Pavement conditions are evaluated using the Pavement Condition Index (PCI) procedure, which analyzes surface defects and assigns a score ranging from 0 to 100, with 100 indicating pavement is in excellent condition. The PCI scoring helps forecast future deterioration rates and improves the city's ability to project maintenance and rehabilitation needs.

The most recent pavement condition assessment was completed in 2021. Since then, pavement conditions have changed, and updated PCI scores are needed to accurately reflect current street conditions. Regular PCI updates are critical for effective pavement management, allowing the city to prioritize maintenance and repairs, plan projects strategically, and allocate resources efficiently.

If this contract is not awarded, the Public Works Department will continue to rely on pavement data that is over four years old, potentially leading to inaccurate prioritization of project locations and less reliable cost

estimates for upcoming projects.

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. (TxShare Agreement #2022-063, Contract No. 2025-0236-O)

#### FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Capital Maintenance Fund and is planned for future years as well. Approval of the contract for pavement data collection services for the Pavement Condition Assessment - 2025 project in the total amount of \$308,084 will leave a balance of \$141,696 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:

Upload Date Type

COOP Recap

Description

5/29/2025

Cooperative Quote Recap

#### **CITY OF PLANO**

#### AGREEMENT No. 2025-0236-O

#### Pavement Condition Assessment- 2025, Project No. PW-S-00016

#### **COOPERATIVE QUOTE RECAP**

#### Number of Vendors Contacted: 5

Vendors Submitting "No Bids": 0

#### Number of Proposals Submitted Non-Responsive: 0

#### Number of Proposals Submitted: 3

The following Evaluation Criteria was used in determining the best value award recommendation.

CRITERIA	WEIGHT
Company Understanding and Approach to Project	25%
Project Team	20%
Project Manager	30%
ArcGIS and Open Gove Asset Management Software Experience	20%
Supplement Information	5%

Vendor	Score Max of 5	Rank	Total Cost
Roadway Asset Services, LLC	3.91	1	\$308,084.00
IMS Infrastructure Management	3.80	2	\$349,984.00
Applied Research Associates	3.43	3	\$542,488.80



MEETING DATE:	6/23/2025
DEPARTMENT:	Technology Solutions
DIRECTOR:	Roger Wright, Chief Information Officer
AGENDA ITEM:	Purchase of Salesforce Gov Cloud Renewal
<b>RECOMMENDED ACTION</b>	: Purchase from Existing Contract

#### ITEM SUMMARY

To approve the purchase of Salesforce Gov Cloud Renewal for three (3) years for Technology Solutions in the total estimated amount of \$827,315 from Carahsoft Technology Corporation through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-CPO-5175) **Approved** 

#### PREVIOUS ACTION/PRESENTATION

In June 2022, city council approved the purchase of a three-year agreement for Salesforce licensing in the amount of \$164,250.60 for FY 21-22, \$186,525.20 for FY 22-23, and \$231,533.16 for FY 23-24 for an estimated total amount of \$582,308.96.

#### BACKGROUND

Approval of this purchase will allow the City of Plano to continue leveraging the Salesforce Public Sector Foundations and Salesforce Platform as a strategic, low-code development solution. The platform's low-code capabilities, such as pre-built components and visual modeling tools, accelerate the delivery of business applications and services. Salesforce provides a scalable, sustainable foundation for modern application development, reducing the need for costly and frequent system replacements.

To date, the city has successfully implemented several solutions using Salesforce, including the Purchasing Card application, which established a repeatable template for business processes; automated renewals for procurement training, streamlining compliance, and administrative efforts; and is currently developing the city's mentorship application process to support internal career development and a centralized Customer Relationship Management (CRM) tool designed explicitly for the mayor and city manager's offices. This CRM will enable the efficient management and maintenance of a secure contact list of VIPs and other key stakeholders. This investment supports faster innovation and improved service delivery across departments by enabling the city's Technology Services team to quickly deliver critical software functionality without relying heavily on traditional, full custom development.

Failure to approve this renewal increases the city's exposure to key risks, including the inability to retire unsupported legacy systems, inefficiencies in manual processes, and vulnerabilities in our technology infrastructure. This renewal ensures continued progress toward a secure, agile, and modern digital environment for the City of Plano.

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Texas Department of Information Resources Contract No. DIR-CPO-5175 / City of Plano Internal Contract No. 2025-0403-OR).

#### FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the Technology Solutions Fund. This request is to approve a three (3) year agreement with an estimated total of \$827,315. Funding for the first year in the estimated amount of \$252,372 will leave a remaining balance of \$589,584 for additional maintenance and support expenditures in the 2024-25 Applications Budget. Future year expenditures are dependent on contract renewals in the annual estimated amount of \$275,091 for FY 2025-26 and \$299,852 for FY 2026-27. All future year expenditures will occur within council approved appropriations.

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

### ATTACHMENTS:

Description	Upload Date	Туре
Cooperative Quote Recap	6/13/2025	Cooperative Quote Recap

#### CITY OF PLANO SOLICITATION NO. 2025-0403-OR SALESFORCE GOV CLOUD RENEWAL COOPERATIVE QUOTE RECAP

Quote Due Date/Time: June 11, 2025 @ 2:00 pm (CT)

Number of Vendors Contacted: 7

Number of Quotes Received: 1

Carahsoft Technology Corporation via TX DIR-CPO-5175

\$827,314.32

Recommended Vendor

Carahsoft Technology Corporation via TX DIR-CPO-5175

\$827,314.32



MEETING DATE:	6/23/2025
DEPARTMENT:	Special Projects
DIRECTOR:	Peter Braster, Director of Special Projects
AGENDA ITEM:	Purchase of a Street, Utility, and Sidewalk Easement at 1101 East Plano Parkway from The American National Bank of Texas
RECOMMENDED ACTION:	Approval of Contract

#### ITEM SUMMARY

To approve a real estate contract in the amount of \$148,500 for the purchase of a Street, Utility, and Sidewalk Easement located at 1101 East Plano Parkway from The American National Bank of Texas; and authorizing the City Manager to execute all necessary documents. **Approved** 

#### PREVIOUS ACTION/PRESENTATION

The Plano City Council approved the expenditure for engineering professional services for the Intersection Improvements - Plano Parkway and K Avenue project at its March 13, 2023 meeting, and a real estate contract to acquire a similar easement at 1000 East Plano Parkway at its May 27, 2025 meeting.

#### BACKGROUND

This easement is necessary for the installation of additional turn lanes and associated street improvements at the intersection of Plano Parkway and K Avenue to enhance traffic and pedestrian safety and improve traffic flow. Following a third-party appraisal obtained by the City, negotiations with The American National Bank of Texas led to an agreed compensation amount of \$148,500 for this easement acquisition. Staff recommends approval.

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

This memo was prepared in collaboration with the City of Plano's Engineering Department.

#### FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is budgeted in the 2024-25 Street Improvement CIP. Authorization of the purchase of a Street, Utility, and Sidewalk Easement located at 1101 East Plano Parkway for the Intersection Improvements - Plano Parkway and K Avenue project in the amount of \$148,500 will leave a current year balance of \$129,333 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	Туре
Real Estate Contract - 1101 E Plano Pkwy SUSE	6/3/2025	Contract
Мар	5/12/2025	Мар

#### **REAL ESTATE CONTRACT- EASEMENT**

THIS CONTRACT is entered into as of the effective date as hereinafter defined by and between CITY OF PLANO, TEXAS, a Texas home-rule municipal corporation (the "Purchaser"), and THE AMERICAN NATIONAL BANK OF TEXAS, a Texas state financial institution (the "Seller").

**WHEREAS,** Seller owns the property located at 1101 E. Plano Parkway, Plano, Texas, 75074 (the "Property"); and

WHEREAS, Purchaser desires to purchase and Seller desires to sell to Purchaser a street, utility and sidewalk easement, all as more particularly described in Exhibit "A" (the "Easement") and located on the Property; and

**WHEREAS,** Seller and Purchaser have entered into this Contract to provide for the terms and conditions of the sale and purchase of the Easement.

**NOW, THEREFORE,** in consideration of the premises and for the further consideration of the terms, provisions, and conditions hereinafter set forth, Seller and Purchaser have agreed as follows:

#### 1. <u>Agreement to Convey</u>

For the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth, Seller agrees to sell, grant and convey to the Purchaser the Easement, and Purchaser agrees to purchase the Easement from the Seller.

#### 2. <u>Purchase Price</u>

The purchase price ("Purchase Price") to be paid for the Easement shall be **\$148,500.00 (One Hundred Forty-Eight Thousand Five Hundred and NO/100 Dollars)** (the "Purchase Price").

#### 3. <u>Title Commitment</u>

Purchaser, at its sole cost and expense, shall obtain a current commitment or commitments for title insurance (the "Title Commitment") covering the Easement and issued by a title company (the "Title Company") selected by Purchaser.

#### 4. <u>Representations and Warranties of Seller</u>

(a) At Closing, Seller shall have fee simple title to the Property, free and clear of all matters affecting title to the Easement except mortgages, liens, covenants, conditions, restrictions, rights-of-way, easement, judgments or other matters described in Exhibit "B" (the "Permitted Exceptions").

(b) To the best knowledge and belief of Seller, at Closing, there will be no parties in possession of any portion of the Easement as lessees, tenants at sufferance or trespassers, and no prescriptive rights will have been acquired in, or have commenced to run against, the Property or any portion thereof.

(c) To the best knowledge and belief of Seller, there is no litigation or similar proceeding pending against the Property, and no litigation or similar proceeding is threatened or contemplated that would affect the Property or any portion thereof.

(d) At Closing, no person, firm, partnership, corporation, or other entity shall have any right or option to purchase, lease, occupy, or use the Easement or any part thereof.

(e) At Closing, the consummation of the transactions contemplated herein will not violate or constitute a default under any provision of any contract, agreement, regulation, court order, judgment, decree, law, or other document or instrument to which Seller is subject or bound and will not violate any other restrictions or prohibition of any kind or character to which Seller is subject.

(f) Seller is duly authorized and empowered to enter into this Contract and to consummate the transactions contemplated hereunder, and any person executing this Contract on behalf of Seller is duly authorized and empowered to do so.

(g) The representations and warranties set forth above shall be continuing and shall be true and correct at Closing with the same force and effect as if made at that time, and all such representations and warranties shall survive Closing.

#### 5. Acknowledgments, Covenants and Agreements of Seller

Seller acknowledges, covenants and agrees with Purchaser as follows:

(a) Purchaser and its agents and representatives shall have full access to the Easement at all times prior to Closing.

(b) No new or additional improvements will be constructed, located or placed on the Easement.

(c) To the best of Seller's knowledge and belief, the Easement does not include any personal property.

(d) During the pendency of this Contract, Seller shall not (without the prior written consent of the Purchaser) create, impose, or agree to any mortgages, liens, encumbrances, leases, tenancies, licenses, security interests, covenants, conditions, restrictions, rights-of-way, easement, judgments, or other matters affecting title to the Property.

(e) This Contract constitutes a full and final settlement for all compensation due Seller for the Easement.

(f) The covenants in this Section 5 shall survive Closing.

#### 6. <u>The Closing</u>

The closing of this Contract pertaining to the Easement shall be consummated at a closing (the "Closing") to be held at the office of the Title Company on or before thirty (30) days after the effective date of this Contract, or at such other time, date, and place that the parties may agree upon. At the Closing, Seller agrees to deliver to Purchaser:

(a) Easement substantially the same as the form attached hereto as Exhibit "C" duly executed by Seller and properly acknowledged, in form for recording, conveying good title to the Easement; said easement being subject to no liens, charges, encumbrances, exceptions or reservations of any kind or character other than those permitted by Paragraph 4(a) of this Contract;

(b) All releases or other documents or instruments (all in recordable form) necessary to convey title to the Easement as required by Paragraph 4(a) of this Contract; and

(c) Such other documents and instruments as may be necessary to evidence the authority of Seller to convey title to the Easement.

#### 7. <u>Closing Costs and Proration</u>

Costs of title insurance for the Easement, escrow fees of the Title Company, and costs of recording any documents in connection with the Closing of the Property shall be paid by Purchaser. All other expenses incurred by Seller and Purchaser with respect to the Closing, including, but not limited to, attorneys' fees incurred in connection with this Contract, shall be borne and paid exclusively by the party incurring same. If the Easement affect Ad valorem taxes for the year of closing, then they shall be prorated as of the Closing in accordance with Section 26.11 of the Texas Tax Code. All delinquent ad valorem taxes, if any, shall be paid by Seller.

#### 8. <u>Default</u>

(a) <u>Seller's Default.</u> In the event Seller should fail to consummate this Contract for any reason except Purchaser's default, Purchaser may, at its option, either enforce specific performance of this Contract or terminate this Contract as its sole and exclusive remedy hereunder. If Seller is unable to deliver title as required by this Contract, Purchaser shall have the right to take the Easement with whatever title Seller can deliver. Nothing herein shall be construed to limit the Purchaser's right and power of eminent domain.

(b) <u>Purchaser's Default.</u> In the event Purchaser shall fail to consummate this Contract for any reason except Seller's default, Seller may, at its option and as its sole and exclusive remedy, either enforce specific performance of this Contract or terminate this Contract by giving written notice thereof to Purchaser. Seller's remedy set forth in this Paragraph 8(b) is exclusive.

#### 9. Right to Possession

Purchaser shall be entitled to possession of the Easement at Closing.

#### 10. <u>Nonwaiver</u>

No waiver by either party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party against which enforcement is sought. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach of this Contract by the other party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other or subsequent breach of the same or any other term, covenant or condition herein contained.

#### 11. <u>Miscellaneous Provisions</u>

(a) This Contract (including the exhibits attached hereto) embodies the complete and entire agreement between the parties hereto relative to the Property and supersedes all prior negotiations, agreements, and understandings relating thereto and may not be varied except by written agreement of such parties.

(b) This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, representatives, administrators and assigns.

(c) This Contract shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas.

(d) In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) Any notice to be given or to be served upon any party hereto in connection with this Contract must be in writing and may be given by Certified or Registered Mail and shall be deemed to have been given and received when a Certified or Registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail, and if given otherwise than by Certified or Registered Mail, it shall be deemed to have been given when delivered to and received by the party (or such party's agents or representatives) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth under their respective signatures below. Any party hereto may, at any time by giving two (2) days written notice to the other parties hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

(f) This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(g) The headings used throughout this Contract have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Contract.

(h) Purchaser represents and warrants unto Seller that Purchaser has full power and authority to enter into and consummate this Contract.

(i) The effective date of this Contract shall be the last date of signature of any party set forth below.

(j) Seller and Purchaser each represent to the other that there have been no brokers or real estate commission incurred as a result of this transaction.

#### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF,** the parties have executed this Contract as of the dates shown below their respective signatures.

#### SELLER

THE AMERICAN NATIONAL BANK OF TEXAS, a Texas state financial institution

Date: June 3, 2025

By:

Name: <u>Paul R. Penny, III</u> Title: <u>SVP/General Counsel</u>

#### PURCHASER:

By: \_\_

**CITY OF PLANO, TEXAS,** a Texas homerule municipal corporation

Date:

MARK D. ISRAELSON City Manager 1520 Avenue K P. O. Box 860358 Plano, TX 75086-0358

APPROVED AS TO FORM:

for Paige Mims, City Attorney

## EXHIBIT A

## EASEMENT PROPERTY

## EXHIBIT "A"

# STREET, UTILITY AND SIDEWALK EASEMENT 3,269 SQUARE FEET, OR 0.075 ACRES

BEING a tract of land situated in the James Beverly Survey, Abstract Number 120, City of Plano, Collin County, Texas and being a portion of Lot 1-A, Block A of Richardson Credit Union Addition No. 1, an addition to the City of Plano, Texas as recorded in Volume I, Page 127 of the Plat Records of Collin County, Texas, same being a portion of a tract of land described by deed to The American National Bank of Texas as recorded in Instrument Number 20151030001375850 of the Official Public Records of Collin County, Texas;

BEGINNING at a point on the north right-of-way of E. Plano Parkway, a variable width right-of-way, for the southwest corner of Lot 1, Block A of Jim Lake Company No. 2 Addition as recorded in Volume B, Page 337 of the Plat Records of Collin County, Texas, same being the southeast corner of said Lot 1-A, Block A, from which a 1/2 inch iron rod with cap stamped "DCA" found bears South 00 degrees 14 minutes 34 seconds East, a distance of 0.77 feet;

THENCE South 89 degrees 34 minutes 24 seconds West along the north right-of-way of said E. Plano Parkway and the south line of said Lot 1-A, Block A, a distance of 183.00 feet to a point at the southerly end of a corner clip for a southwest corner of said Lot 1-A, Block A, from which an x-cut found bears South 73 degrees 07 seconds 58 minutes West, a distance of 5.08 feet;

THENCE North 46 degrees 52 minutes 53 seconds West along said corner clip and the southwesterly line of said Lot 1-A, Block A, a distance of 21.04 feet to a point on the east right-of-way of K Avenue, a variable width right-of-way, for a southwest corner of said Lot 1-A, Block A;

THENCE North 00 degrees 13 minutes 15 seconds West along the east right-of-way of said K Avenue and the west line of said Lot 1-A, Block A, a distance of 19.83 feet to a point for corner;

THENCE departing the east right-of-way of said K Avenue and the west line of said Lot 1-A, Block A, and through the interior of said Lot 1-A, Block A the following courses:

South 50 degrees 54 minutes 41 seconds East, a distance of 26.43 feet to a point for corner;

North 89 degrees 34 minutes 24 seconds East, a distance of 41.86 feet to a point for corner;

South 79 degrees 07 minutes 00 seconds East, a distance of 10.20 feet to a point for corner;

North 89 degrees 34 minutes 24 seconds East, a distance of 125.97 feet to a point for corner on the west line of the aforementioned Lot 1, Block A, same being the east line of said Lot 1-A, Block A;

THENCE South 00 degrees 14 minutes 34 seconds East along the west line of said Lot , Block A, same being the east line of said Lot 1-A, Block A, a distance of 15.50 feet to the POINT OF BEGINNING containing 3,269 square feet, or 0.075 of an acre of land.

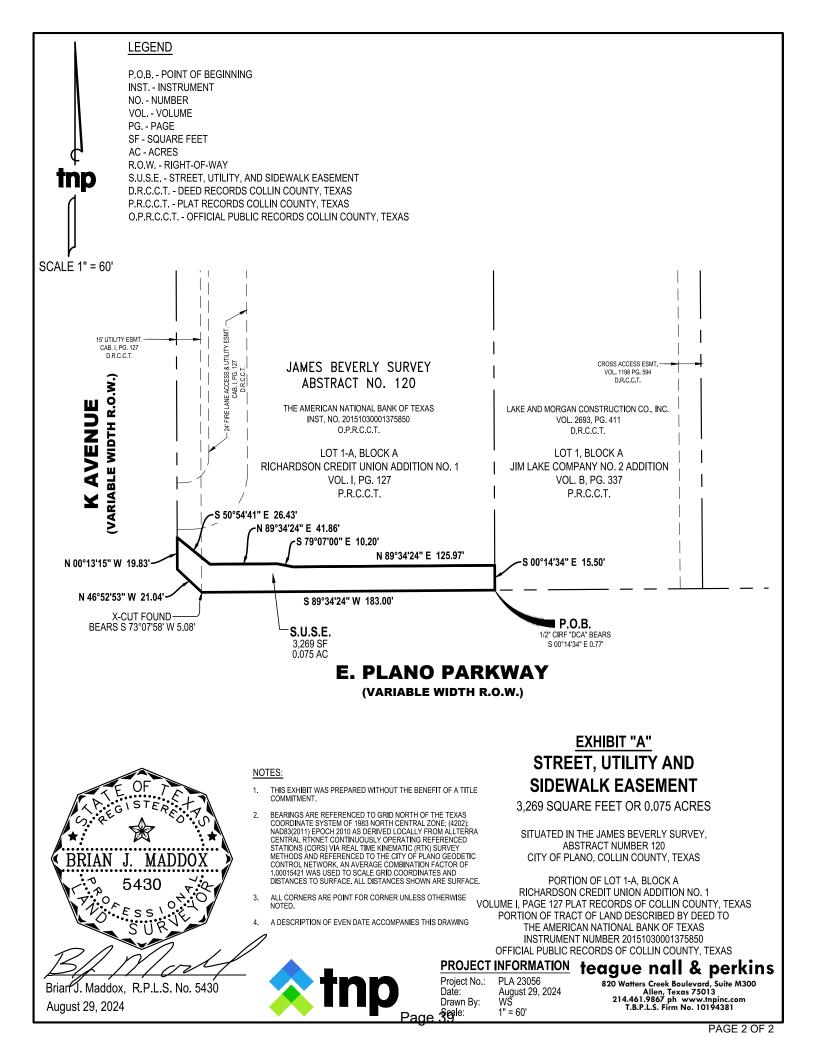


Brian J. Maddox, R.P.L.S. No. 5430 August 29, 2024 PAGE 1 OF 2



teague nall & perkins 820 Watters Creek Boulevard, Suite M300 Allen, Texas 75013 214.461.9867 ph www.tnpinc.com T.B.P.L.S. Firm No. 10194381 PLA 23056

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## EXHIBIT B

## PERMITTED EXCEPTIONS



<PROPERTY STATUS> 1101 E Plano Pkwy., Plano, Texas [Certification Date: 05.14.2024]

## Identifiers:

<u>Situs</u>: 1101 E Plano Pkwy., Plano, Texas <u>Legal Description</u>: Lot 1A, Block 1, Replat of Richardson Credit Union Addition – I/127 - Collin County, Texas <u>Collin CAD#</u> R-0328-001-0010-1

<u>Vesting:</u>

#2015-1375850 (10.30.2015) – <u>Special Warranty Deed</u> Haggard Enterprises Limited, Ltd. to The American National Bank of Texas <u>Collin CAD#</u>: R-0328-001-0010-1

Loan Structure:

No active loan/lien was identified/found of record, corresponding with The American National Bank of Texas, and this legal description, as per our certification date.

Name Searches:

(The American National Bank of Texas - Collin County):

(\*) Note: Should <u>not</u> be considered a complete statement of name filings. A complete examination, per an Order for Title Insurance, is required. The following references are provided as a 'name match' and, in some cases, may not be the party involved with this property. Provided as a courtesy.

A general name search was not conducted for The American National Bank of Texas

REP	UBLIC TITLE OF TEXAS, INC.
By:	Patrick Parks
	Name: Patrick Parks
	Page 41

## Collin CAD# R-0328-001-0010-1 Continued:

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Maps are furnished as aids in locating land/lot/property, i.e. providing a visual, in relation to the adjoining streets, natural boundaries and other land. This is not a survey of the land/lot/property depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

REPUBLIC TITLE OF TEXAS, INC. By: <u>Patrick Parks</u> Name: Patrick Parks Page 42 EXHIBIT C

## FORMS

#### STREET, UTILITY AND SIDEWALK EASEMENT

THE STATE OF TEXAS § § COUNTY OF \_\_\_\_\_§

THAT, THE AMERICAN NATIONAL BANK OF TEXAS, a Texas financial institution, whether one or more, having its principal place of business at 102 W. Moore Avenue, Terrell, Texas 75160, hereinafter called "Grantor", for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO**, **TEXAS**, a Texas home-rule municipal corporation ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, GRANT and CONVEY to the Grantee an easement for street and utility purposes and the right to lay out, open, operate, construct, reconstruct and perpetually maintain street, sidewalk and utility facilities (the "Facilities"), together with all necessary incidental improvements and appurtenances, in, under, along, upon and across certain real property located in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth herein (the "Easement Property").

**TO HAVE AND TO HOLD** the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, and with the right of access across Grantor's adjacent paved property for ingress and egress to the Easement Property for the purpose of constructing, reconstructing and maintaining the

Facilities, and all incidental improvements and for making connections therewith. Grantee shall at no time block vehicular access to Grantor's ATM drive-thru bank lane and shall not block any vehicular access to all other drive-thru lanes between 8:00 a.m. and 6:00 p.m. Monday through Friday and between 9:00 a.m. and 12:00 p.m. on Saturday. Grantee shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.

If Grantee hires a construction contractor to perform work in this Easement, Grantee will include language in its agreement with the contractor that requires the contractor to promptly restore the property that is subject to this easement to its original condition at its own cost. Grantee will remove Grantor's Exit sign during construction and re-install said sign after construction is complete. Grantee shall also re-sod all grass areas affected by the construction of Facilities (whether or not in the Easement Property) with similar grass as existed prior to construction. Furthermore, Grantee shall repair any damage to Grantor's paved areas caused by the construction of the Facilities. Grantor shall be responsible for repairs to its existing irrigation system within the Easement Property after initial construction only. Grantor understands that all responsibility for such restoration rests with the contractor and not with the Grantee.

**TO HAVE AND TO HOLD** the same perpetually unto the Grantee, its successors and assigns, together with all and singular the right, privilege, and appurtenances thereto in any manner belonging unto Grantee, its successors and assigns, forever.

SIGNED	this	da	y of

\_\_\_\_\_, 20\_\_\_.

THE AMERICAN NATIONAL BANK OF

**TEXAS**, a Texas financial institution

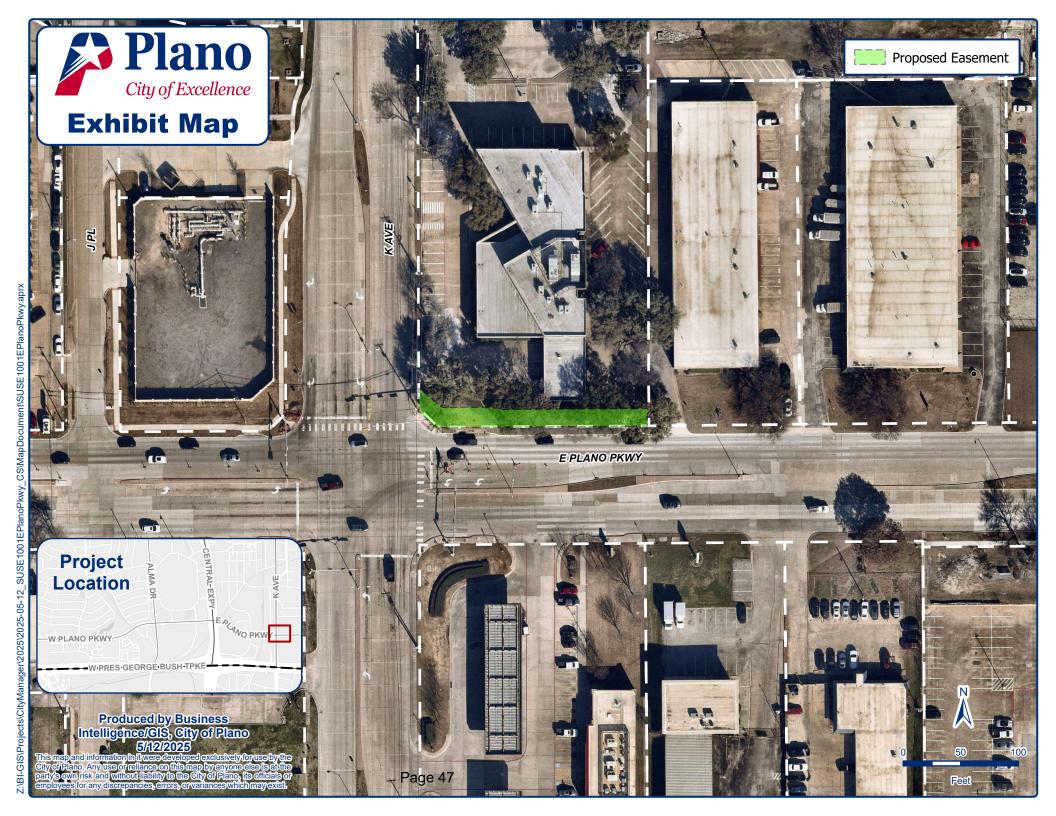
Ву:	
Name:	
Title:	

STATE OF TEXAS § SCOUNTY OF \_\_\_\_\_§

SWORN TO AND SUBSCRIBED BEFORE ME, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (*Name of Person signing*), \_\_\_\_\_ (*Title*) of THE AMERICAN NATIONAL BANK OF TEXAS, a Texas financial institution, for and on behalf of said entity.

Notary Public, State of Texas

After Recording Return To: City Attorney's Office City of Plano, Texas P. O. Box 860358 Plano, TX 75086-0358





## **CITY COUNCIL AGENDA MEMO**

MEETING DATE:6/23/2025DEPARTMENT:Technology SolutionsDIRECTOR:Roger Wright, Chief Information OfficerAGENDA ITEM:Approve the purchase of Microsoft Office Professional Plus Licenses.RECOMMENDED ACTION:Approval of Contract Modification

## ITEM SUMMARY

To approve an increase to the current awarded contract amount of \$5,557,587 by \$222,257 for a total contract amount of \$5,779,844 for 350 Microsoft Office Professional Plus licenses with Software Assurance from SHI Government Solutions for Technology Solutions; and authorizing the City Manager to execute all necessary documents. (City of Plano Internal Contract No. 2025-0213-OR; Contract Modification No. 1) **Approved** 

## PREVIOUS ACTION/PRESENTATION

February 10, 2025, Council approved the purchase of a three-year (3) Microsoft Enterprise Agreement for software licenses in the estimated annual amount of \$1,852,529, for an estimated total amount of \$5,557,587, from SHI Government Solutions.

## BACKGROUND

To ensure continuity of operations and compliance across critical city functions, Microsoft Office Professional Plus device-based licenses are essential for key shared-use scenarios where Microsoft 365 (M365) user-based licenses are not suitable. These key scenarios primarily involve, but are not limited to the following key use cases:

- Emergency Operations Center (EOC) Computer: This device-based licensing ensures EOC users have immediate access to the basic office suite to create and modify Microsoft Office files, even in the event of internet loss, to maintain operational continuity during emergencies.
- Library Public Computers: Public computers at the city's public libraries are segmented from the internal city network and M365 resources. Device-based licensing allows these public access computers to utilize Microsoft Office applications despite this network segmentation, providing essential services to the public.
- Public Safety Communications (PSC) Computer-Aided Dispatch (CAD) Computers: PSC CAD computers are not internet-connected. Since M365 requires internet connectivity for license validation and user authentication, device-based licenses are critical to ensure uninterrupted functionality for these critical public safety systems.
- Parks Department Shared Computers: There are shared computers in the Parks Department, where shared computers are used by M365 F3 licensed users, the F3 license limits user access to Office web applications only. Device-based licenses enable these users to open and modify local Microsoft Office files on the shared computers and support business operations.

These perpetual device-based licenses ensure operational continuity for essential city functions and ensure compliance with software licensing requirements. The proposed licenses are available through the city's existing Microsoft Enterprise Agreement, which provides volume discount pricing and includes Software Assurance benefits, such as version upgrades and technical support.

The city's current device-based licensed version of Microsoft Office will reach end of support and no longer receive security updates after October 14, 2025. Upgrading to the supported version through the Enterprise Agreement ensures compliance, access to updates, and uninterrupted security coverage for critical systems. Failure to acquire these licenses under the Enterprise Agreement would result in higher procurement costs and could impact operational readiness in these key areas.

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 government to seek competitive bids for items. (Texas Department of Information Resources Contract No. DIR-CPO-5237 / City of Plano Internal Contract No. 2025-0213-OR)

## FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the Technology Solutions Fund. This request is to approve the purchase of (350) Microsoft Office Professional Plus licenses with Software Assurance in the estimated amount of \$222,257 which will leave a remaining balance of \$149,697 in the 2024-25 Infrastructure Budget for other maintenance expenditures.

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



**CITY COUNCIL AGENDA MEMO** 

MEETING DATE: 6/23/2025		
DEPARTMENT:	Public Works-CIP Construction	
DIRECTOR:	Abby Owens, Director of Public Works	
AGENDA ITEM:	Approve an increase in the amount of \$1,048,402 for Residential Concrete Pavement Repair Zone L8 North, Project No. PW-S-00052	
RECOMMENDED ACTION:	Approval of Change Order	

#### ITEM SUMMARY

To approve an increase to the current awarded contract amount of \$4,425,203 by \$1,048,402 for a total contract amount of \$5,473,605 for Residential Concrete Pavement Repair Zone L8 North, Project No. PW-S-00052, from Jim Bowman Construction Company, L.P. for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2023-0616-B; Change Order No. 1) **Approved** 

#### PREVIOUS ACTION/PRESENTATION

On November 7, 2023, City Council approved RFB No. 2023-0616-B for Residential Concrete Pavement Repair Zone L8 North, Project No. PW-S-00052, for the Public Works Department to Jim Bowman Construction Company, L.P. in the amount of \$4,425,203.

#### BACKGROUND

Public Works recommends the approval of Change Order No. 1, increasing the current awarded amount of \$4,425,203 by \$1,048,402 for a total contract amount of \$5,473,605 for Residential Concrete Pavement Repair Zone L8 North, Project No. PW-S-00052.

This change order is for an increase in quantities of contract items that are necessary to complete Residential Concrete Pavement Repair Zone L8 North, Project No. PW-S-00052. During the design of the project in the summer of 2021, staff used street scores to estimate the amount of pavement removal needed. Typically, these estimates are within 10% - 15% of the actual street repairs needed within the project limits. In this case, the estimate was 23% lower than the actual repairs needed. This change order will not increase the per unit costs of the work being performed. Funding for this change order will come from other residential concrete pavement repair projects that have come in below their project estimates during this fiscal year.

If this change order is not approved, the remaining areas needing repair will be placed on hold while a new project is designed, bid and awarded. Bidding a new contract for this work exposes the City to the risk of paying increased unit costs, further prolongs the construction process and also disturbs the neighborhood with additional contractor demobilization and remobilization.

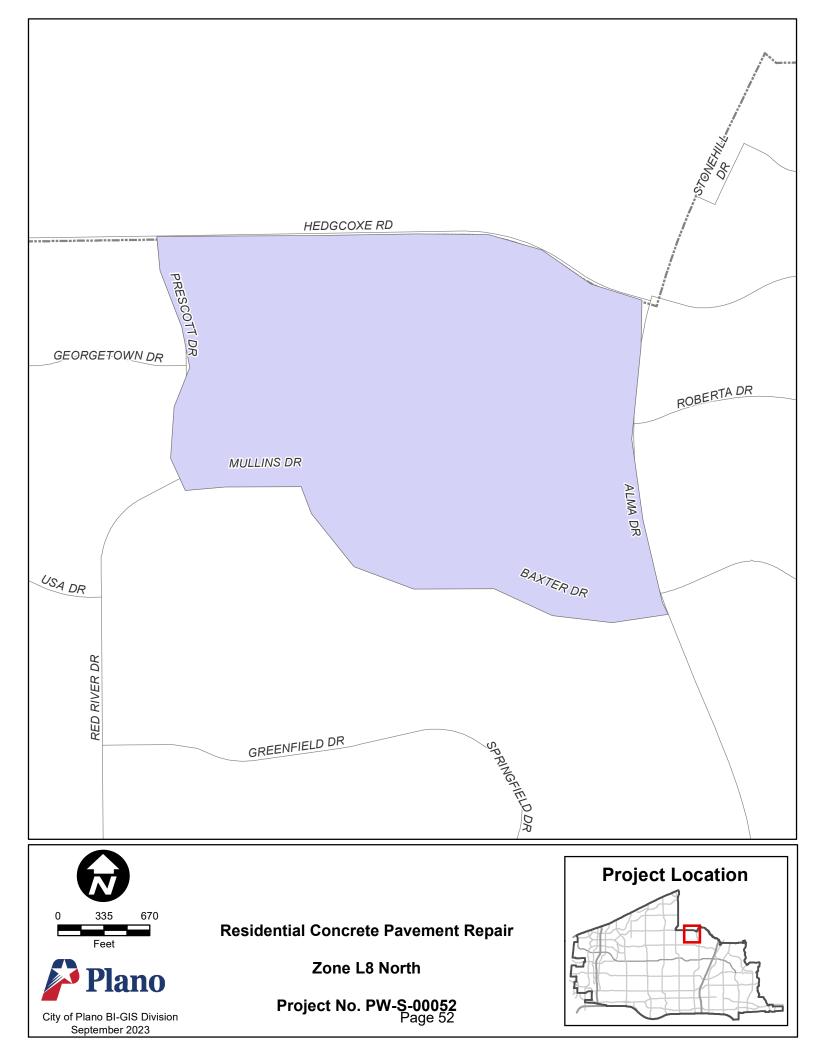
#### FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Street Improvements CIP. The first change order with Jim Bowman Construction Company, L.P. for Residential Concrete Pavement Repair Zone L8 North, Project No. PW-S-00052, in the total estimated amount of \$1,048,402 will leave a balance of \$172,848 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 Location Map Upload Date Type 6/5/2025 Map





## **CITY COUNCIL AGENDA MEMO**

MEETING DATE:	6/23/2025
DEPARTMENT:	Engineering-CIP
DIRECTOR:	B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM:	Approval of a change order in the amount of \$402,849 for Sanitary Sewer Improvements: Legacy Drive, Ohio Drive, Prestonwood Country Club, and Timbercreek Drive, Project No. 7039
RECOMMENDED ACTION:	Approval of Change Order

## ITEM SUMMARY

To approve a decrease to the current awarded contract amount of \$1,895,000 by \$402,849 for a total contract amount of \$1,492,151 for Sanitary Sewer Improvements: Legacy Drive, Ohio Drive, Prestonwood Country Club, and Timbercreek Drive, Project No. 7039, from Stoic Civil Construction, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2024-0338-B, Change Order No. 1) **Approved** 

## PREVIOUS ACTION/PRESENTATION

On June 24, 2024, City Council awarded a bid in the amount of \$1,895,000 for Sanitary Sewer Improvements: Legacy Drive, Ohio Drive, Prestonwood Country Club, and Timbercreek Drive, Project No. 7039 to Stoic Civil Construction, Inc.

## BACKGROUND

The Engineering Department recommends approval of Change Order No. 1 for the decrease in the construction contract with Stoic Civil Construction, Inc. in the amount of \$402,849 for the Sanitary Sewer Improvements: Legacy Drive, Ohio Drive, Prestonwood Country Club, and Timbercreek Drive.

Change Order No. 1 includes reconciliation of all final quantities at the White Rock Creek sewer syphon location to complete improvements at this project site, mostly reductions in the final construction scope of work. Unknown field conditions at the existing sewer syphon warranted a revised design resulting in a reduction in sanitary sewer improvements including manholes, sanitary sewer pipe, and encasement pipe.

If this change order is not approved, funds originally allocated for the historic construction scope of work will not be reallocated to the Community Investment Program (CIP) sewer fund, and ultimately reducing the amount of funding for use with additional sewer project locations in the city.

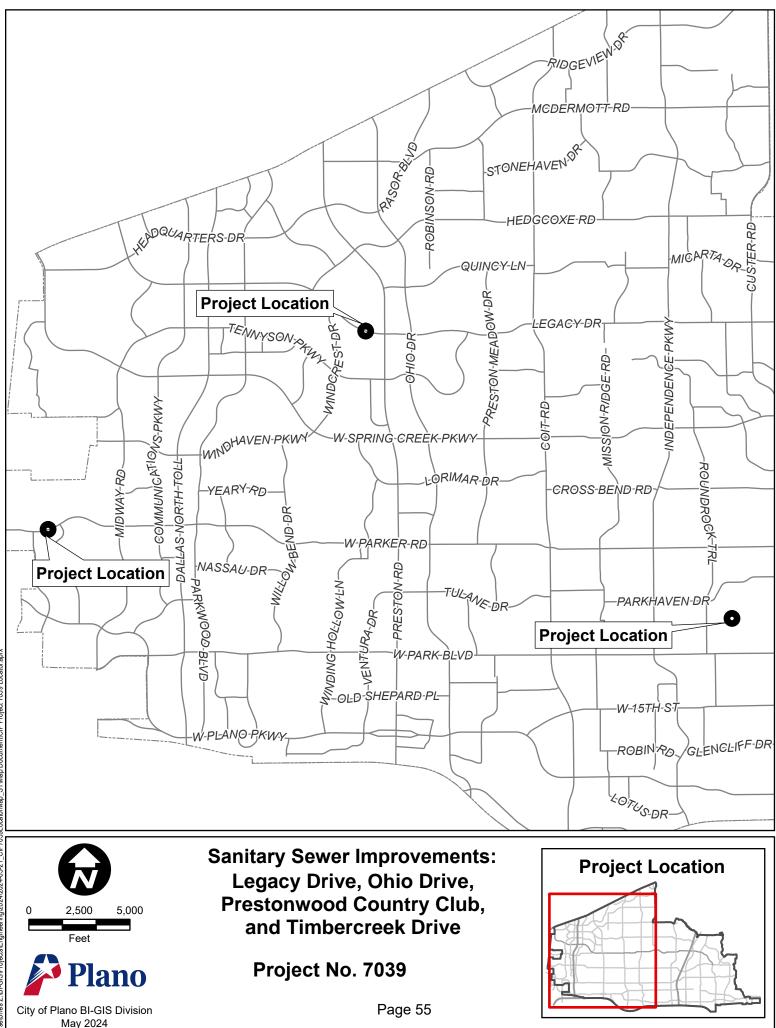
## FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves a change in the contract with Stoic Civil Construction, Inc. for construction services for the Sanitary Sewer Improvements: Legacy Drive, Ohio Drive, Prestonwood Country Club, and Timbercreek Drive project. The first change order, reducing the current contract by \$402,849, will leave a balance of \$263,079 for use in other sewer 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 Location Map

Upload Date	Туре
6/6/2025	Мар





## **CITY COUNCIL AGENDA MEMO**

MEETING DATE:6/23/2025DEPARTMENT:Special ProjectsDIRECTOR:Peter Braster, Director of Special ProjectsAGENDA ITEM:Purchase of 1712/1720 K Avenue from Larry HendricksRECOMMENDED ACTION:Approval of Expenditure

## ITEM SUMMARY

To approve an expenditure in the amount of \$2,008,000 for the purchase of real property at 1712/1720 K Avenue from Larry Hendricks; and authorizing the City Manager to execute all necessary documents. **Approved** 

## BACKGROUND

This retail strip center property is located adjacent to surface parking lots and other city owned property immediately north of Plano Municipal Center. Following a third-party appraisal obtained by the city, negotiations between commercial real estate brokers and Mr. Hendricks led to an agreed price for the property of \$2,008,000. This acquisition supports long-term land assembly efforts by the city to facilitate future development in Downtown Plano. Staff recommends approval of this item.

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

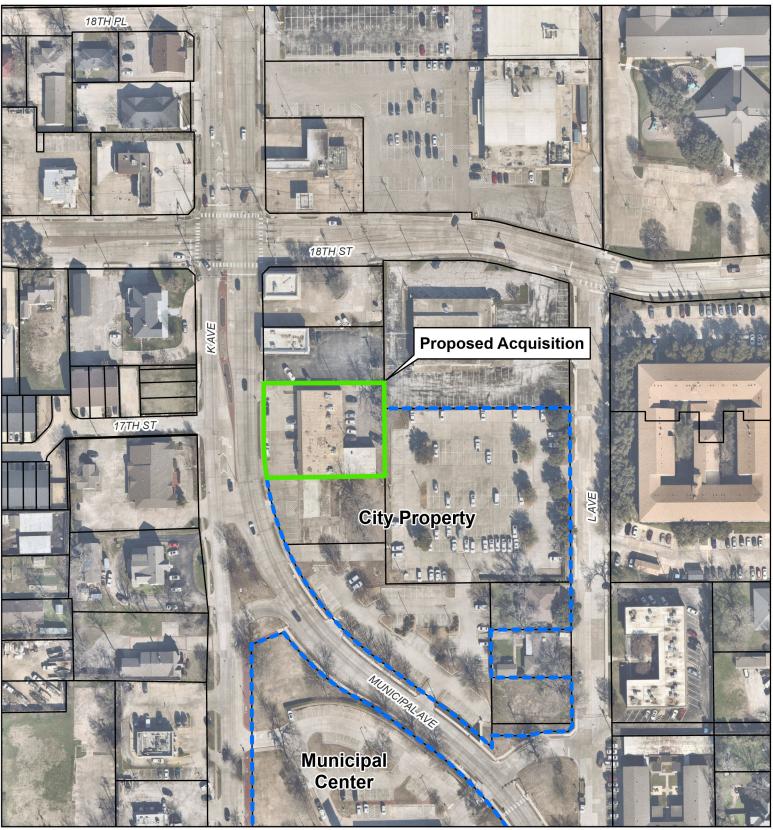
## FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for the acquisition of the property located at 1712/1720 K Avenue is available in the TIF II Fund. The purchase for a total amount of \$2,008,000 is planned for FY 2025-26.

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

#### ATTACHMENTS:

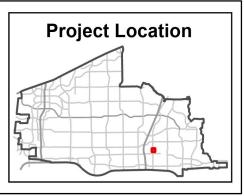
Description Map Upload Date Type 6/5/2025 Map





## Proposed Acquisition 1712 / 1720 K Avenue

Subject Property City Property Page 57





MEETING DATE:	6/23/2025
DEPARTMENT:	Engineering-Facilities
DIRECTOR:	B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM:	Design, bid support, and construction administration for facility exterior envelope projects including roof replacements at Haggard Library, Fire Station 7, and Haggard Park Maintenance Building, as well as brick, stone, and joint resealing at Haggard Library.
RECOMMENDED ACTION:	Approval of Expenditure

## **ITEM SUMMARY**

To approve an expenditure for professional services for roof replacement at three locations and brick resealing one location (FAC-F-00135, FAC-F-00139, FAC-F-00163 and FAC-F-00033) in the amount of \$101,450 from The Chadwell Group, LP DBA Premier Building Envelope Consultants for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved** 

## BACKGROUND

The Engineering Department recommends approval of the professional services agreement with The Chadwell Group, LP DBA Premier Building Envelope Consultants in the amount of \$101,450. This project will include the roof replacement at Haggard Library, Fire Station 7, and Haggard Park Maintenance Building, as well as brick, stone, and joint resealing at Haggard Library.

- FAC-F-00125 Haggard Library re-roof (\$42,950)
- FAC-F-00033 Haggard Library brick, stone and joint resealing (\$24,500)
- FAC-F-00139 Fire Station 7 re-roof (\$32,000)
- FAC-F-00163 Haggard Park Maintenance Building re-roof (\$2,000)

The Chadwell Group, LP DBA Premier Building Envelope Consultants has successful roof replacement and resealing on numerous City of Plano facilities projects including the Municipal Center, Plano Event Center, Gerald Cosgrove Operations Center, Oak Point Recreation Center, Harrington Library, Schimelpfenig Library, Fire Station 4, and Fire Station 10 as well as others.

The current roofs at these locations have reached their end of life and require replacement. Brick, stone, and joint resealing at Haggard Library will ensure weatherproofing and extend the facilities useful life.

The benefit of this project includes assurance that the weatherability of these facilities is renewed for another 20 years.

Not approving the expenditure would risk further deterioration of these facilities, potentially leading to significantly higher future repair and maintenance costs and disruption to city services.

## FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Capital Maintenance, Library Facilities CIP, and Fire & Public Safety Facilities CIP Funds and is planned for future years in those Funds as well. Design services for exterior envelope roofing in the Haggard Library re-roof, Fire Station 7 re-roof, Haggard Park Maintenance Building re-roof, and Haggard Library brick, stone, and joint resealing projects in the total estimated amount of \$101,450 will leave a combined balance of \$1,153,550 for future expenditures.

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



## **CITY COUNCIL AGENDA MEMO**

MEETING DATE:	6/23/2025
DEPARTMENT:	Engineering-CIP
DIRECTOR:	B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM:	An expenditure for reimbursement of HOA Landscaping, Project No. 7462, Screening Wall Replacement – Parkwood Boulevard, Nassau Drive, and Willow Bend Drive
RECOMMENDED ACTION:	Approval of Expenditure

#### **ITEM SUMMARY**

To approve an expenditure for reimbursement for landscaping services in the estimated amount of \$102,271 to Willow Bend West V Home Owners Association for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved** 

#### BACKGROUND

The Engineering Department-CIP Division recommends the approval of an expenditure for reimbursement in the amount of \$102,271. This reimbursement is for the restoration of landscaping that was removed and/or damaged during the construction of Project No. 7462, Screening Wall Replacement – Parkwood Boulevard, Nassau Drive, and Willow Bend Drive.

The landscaping costs include the replacement in-kind of flowers, shrubs, bushes, and trees for approximately 2,400 linear feet of neighborhood frontage along Parkwood Boulevard and Nassau Boulevard adjacent to the Willow Bend West V neighborhood. The neighborhood currently has an agreement in place to maintain all landscaping adjacent to the neighborhood.

If this landscaping reimbursement is not approved, the aesthetic appeal and value of the neighborhood will be decreased, reducing the quality of life for neighborhood residents. This could also result in decreased property values.

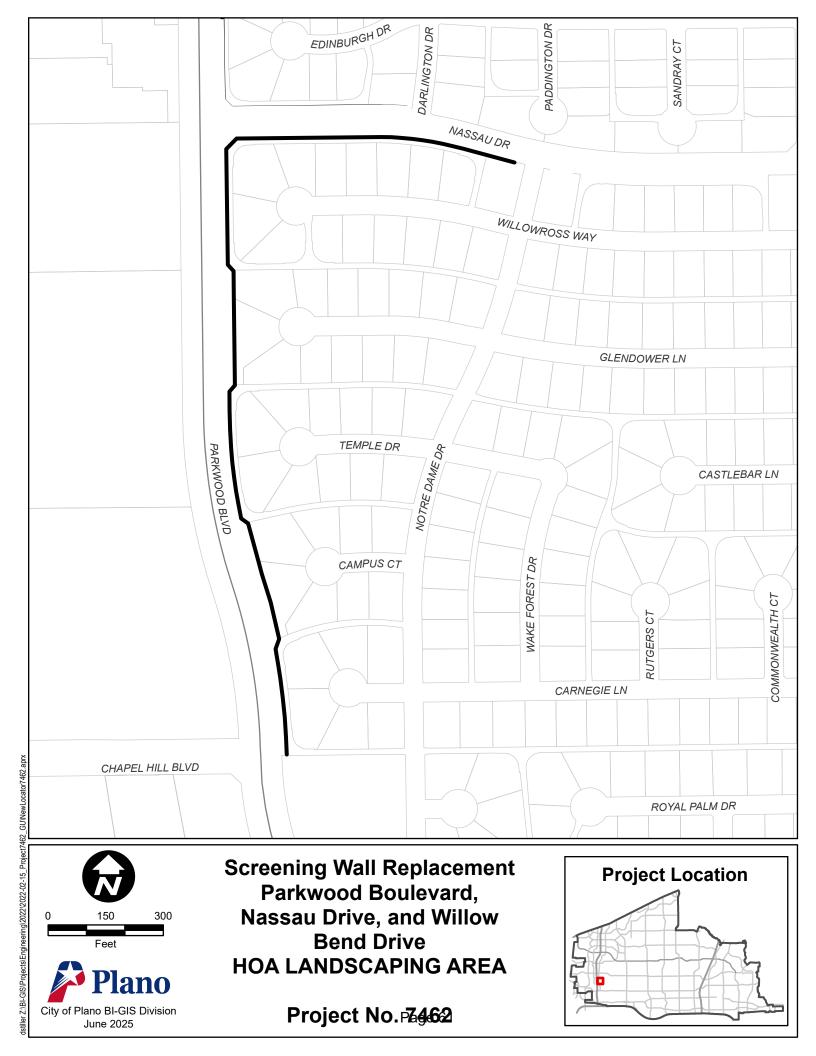
#### FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2024-25 Street Improvements CIP. Approval of the expenditure for materials and labor for landscape restoration associated with the Screening Wall Replacement - Parkwood Boulevard, Nassau Drive and Willow Bend Drive project in the total estimated amount of \$102,271 will leave a balance of \$33,554 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 Map Upload Date Type 6/9/2025 Map





## **CITY COUNCIL AGENDA MEMO**

MEETING DATE:6/23/2025DEPARTMENT:FireDIRECTOR:Chris Biggerstaff, Fire ChiefAGENDA ITEM:Interlocal Agreement - Metro X - USAR ExerciseRECOMMENDED ACTION:Approval of Contract / Agreement

## ITEM SUMMARY

To approve an exercise host agreement between the North Central Texas Council of Governments and the City of Plano. **Approved** 

## BACKGROUND

The health, safety and welfare of citizens in North Central Texas is threatened by a variety of natural and technological hazards including terrorism. NCTCOG, FEMA's National Exercise Program, and the Olson Group, Ltd. created a regional full-scale multi-disciplinary/multi-jurisdictional exercise as recommended by the NCTCOG's Emergency Preparedness Department. The proposed regional full-scale exercise is designed to assess the North Central Texas Regions' ability to successfully respond to and manage multiple terrorist events and other emergencies occurring simultaneously throughout the region. A multi-layered regional full-scale exercise will enhance the skills and abilities of regional first responders as well as those responsible for coordinating and managing large-scale events. The City of Plano wishes to host an exercise site.

## FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Approval of this item 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 Agreement - Metro X - USAR Exercise Upload Date Type 5/27/2025 Agreement

## NORTH CENTRAL TEXAS METRO X

## EXERCISE HOST SITE AGREEMENT BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) AND CITY OF PLANO ("HOST SITE").

This Exercise Host Site Agreement (the "Agreement") is made and entered into as of the date of last signature ("Effective Date") by and among the North Central Texas Council of Governments (NCTCOG), a Texas political subdivision and non-profit corporation with offices located at 616 Six Flags Drive, Arlington, Texas 76011, and the City of Plano ("Host"). In the event that Host is a local government as defined under the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (Act), this Agreement shall be subject to the terms of such Act.

#### **RECITALS:**

WHEREAS, the health, safety and welfare of citizens in North Central Texas is threatened by a variety of natural and technological hazards including terrorism; and

WHEREAS, NCTCOG, FEMA's National Exercise Program, and the Olson Group, Ltd. created a regional full-scale multi-disciplinary/multi-jurisdictional exercise as recommended by the NCTCOG's Emergency Preparedness Department; and

WHEREAS, the proposed regional full-scale exercise is designed to assess the North Central Texas region's ability to successfully respond to and manage multiple terrorist events and other emergencies occurring simultaneously throughout the region; and

WHEREAS, a multi-layered regional full-scale exercise will enhance the skills and abilities of regional first responders as well as those responsible for coordinating and managing large-scale events; and

WHEREAS, the HOST wishes to host an exercise site.

NOW, THEREFORE, the parties hereby agree as follows:

#### ARTICLE I GOALS AND OBJECTIVES

#### 1.1 North Central Texas Metro X Exercise Goals

North Central Texas Metro X is a comprehensive multi-discipline, multi-jurisdictional full-scale regional exercise. The overarching goal for this exercise would be to increase proficiency levels in identified target capabilities and enhance regional response to large- scale incidents. The Metro X exercise:

- enhances the skills and abilities of regional first responders, as well as those responsible for coordinating and managing large-scale events;
- assesses the region's ability to successfully respond to and manage multiple terrorist events and other emergencies occurring simultaneously throughout the region;
- provides the NCTCOG Region with critical gap analysis information by identifying the existing level of preparedness and capabilities and comparing that information to related desired levels;
- concludes with the creation of a comprehensive After-Action Report and Improvement Plan (AAR-IP) that provides an accurate assessment of involved functions and preparedness program areas.

## ARTICLE II OBLIGATIONS

#### 2.1 <u>HOST's Obligations</u>

During the Term of this Agreement, the HOST agrees to provide an exercise site located at 4637 McDermott Rd, Plano, Rd, Plano, TX 75024 on October 27<sup>th</sup>-29<sup>th</sup>, 2025.

- The HOST agrees to provide a facility with:
  - o adequate parking for approximately 10-20 vehicles;
  - o electricity

## 2.2 <u>Designation of Facilitator</u>

HOST and NCTCOG acknowledge that the facilitator for the full-scale regional exercise to be hosted by HOST shall be the City of Plano ("FACILITATOR"). The terms and conditions of the agreement between NCTCOG and the FACILITATOR are attached hereto as Addendum A.

#### 2.3 <u>NCTCOG's Obligations</u>

NCTCOG is responsible for exercising general oversight of the event in coordination with FEMA's National Exercise Program and the hired contractor, The Olson Group, Ltd.

#### ARTICLE III TERM; TERMINATION

**3.1** The initial term of this Agreement will be nine months from the Effective Date. Either party may terminate its participation under this Agreement upon one hundred eighty (180) days advance written notice to the other party.

#### ARTICLE IV HOLD HARMLESS

**4.1** Pursuant to Texas Gov't Code § 421.062, the Host is not responsible for any civil liability that arises from the furnishing of a service under this Agreement. To the extent Texas Gov't Code § 421.062 is not applicable, and notwithstanding Texas Gov't Code § 791.006(a), each Party shall accept responsibility for any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage under this Agreement. Each party, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

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

#### ARTICLE V MISCELLANEOUS COVENANTS

- **5.1 Amendments/Whole Agreement**. This Agreement and any amendment hereto may be executed in counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement embodies the entire understanding of the Parties with respect to the subject matter herein, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.
- **5.2 Dispute Resolution**. The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, before resorting to litigation.
- **5.3** Availability of Funding. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds, which are received from the funding agencies by NCTCOG

dedicated for the purposes of this Agreement.

- **5.4 Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Collin County, Texas.
- **5.5** Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.
- **5.6** No Waiver of Immunity. Notwithstanding any other provision of this agreement, nothing in this agreement, nor the execution of this agreement, shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which NCTCOG and/or HOST, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.
- **5.7** Authorization. By executing this Agreement, each party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of each party.

**5.8** Notice. Notice from one Party to another Party regarding this Agreement shall be in writing and shall be delivered to the addresses shown below:

NCTCOG:	North Central Texas Council of Governments Maribel Martinez, Director of Emergency Preparedness 616 Six Flags Drive P. O. Box 5888 Arlington, Texas 76005-5888
HOST:	Plano Fire-Rescue Name of Agency
	Ryan Clark Name of Contact
	Battalion Chief - Special Operations
	Title of Contact
	1901 K Ave
	Address of Contact
	Plano, TX 75074
	City, State Zip

The above contact information may be modified by written notice to the other party, without requiring an amendment to the Agreement.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their authorized representatives as set forth below.

HOST (Jurisdiction)	NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
Name	Name
Title	Title
Date	Date
Signature	Signature
APPROVED AS TO FORM:	

Paige Mims, CITY ATTORNEY

#### **ADDENDUM A**

#### **FACILITATOR AGREEMENT**

This Exercise Site Facilitator Agreement (the "Facilitator Agreement") is made and entered into as of date of last signature ("Effective Date") by and among the North Central Texas Council of Governments (NCTCOG), a Texas political subdivision and non-profit corporation with offices located at 616 Six Flags Drive, Arlington, Texas 76011, and the City of Plano ("FACILITATOR"). In the event that FACILITATOR is a local government as defined under the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (Act), this Agreement shall be subject to the terms of such Act.

#### **RECITALS:**

WHEREAS, the health, safety and welfare of citizens in North Central Texas is threatened by a variety of natural and technological hazards including terrorism; and

WHEREAS, NCTCOG, FEMA's National Exercise Program, and the Olson Group, Ltd. created a regional full-scale multi-disciplinary/multi-jurisdictional exercise as recommended by the Emergency Preparedness Planning Council; and

**WHEREAS**, the proposed regional full-scale exercise is designed to assess the North Central Texas region's ability to successfully respond to and manage multiple terrorist events and other emergencies occurring simultaneously throughout the region; and

WHEREAS, a multi-layered regional full-scale exercise will enhance the skills and abilities of regional first responders as well as those responsible for coordinating and managing large-scale events; and

**NOW, THEREFORE**, the parties hereby agree as follows:

## ARTICLE I GOALS AND OBJECTIVES

#### 1.1 North Central Texas - Metro X Exercise Goals

North Central Texas Metro X is a comprehensive multi-discipline, multi-jurisdictional full-scale regional exercise. The overarching goal for this exercise would be to increase proficiency levels in identified target capabilities and enhance regional response to large- scale incidents. The NCTUS exercise:

- enhances the skills and abilities of regional first responders, as well as those responsible for coordinating and managing large-scale events;
- assesses the region's ability to successfully respond to and manage multiple terrorist events and other emergencies occurring simultaneously throughout the region;
- provides the NCTCOG Region with critical gap analysis information by identifying the existing level of preparedness and capabilities and comparing that information to related desired levels;
- concludes with the creation of a comprehensive After Action Report and Improvement Plan (AAR-IP) that provides an accurate assessment of involved functions and preparedness program areas.

## ARTICLE II OBLIGATIONS

#### 2.1 FACILITATOR's Obligations

During the Term of this Agreement, the FACILITATOR agrees to facilitate a comprehensive full-scale regional exercise site located at 4637 McDermott Rd, Plano, TX, 75024, on October 27<sup>th</sup>-29<sup>th</sup>, 2025. The FACILITATOR agrees to coordinate the following exercise site requirements:

- an area out of public view to conduct the briefing/debriefing and scenario;
- lighting (in the briefing/debriefing and scenario areas);
- an indoor location for briefing/debrief with tables and 10-15 chairs;
- restroom facilities;
- accessibility to exercise participants and observers
- Personnel assisting with the exercise site will provide appropriate security. The exercise host site planning team assists in creating the safety plans for the exercise site and scenarios.
- Personnel on site will follow and enforce appropriate safety procedures as outlined in the safety plan (that the exercise host site planning team will create) with the use of force on force marking rounds and site security.

The FACILITATOR further agrees to provide a primary point of contact to coordinate with NCTCOG, FEMA's National Exercise Program, and the Olson Group, Ltd. (the vendor designing and conducting the exercise). This primary point of contact is:

Name:	Ryan Clark
Agency:	Plano Fire-Rescue
Job Title:	Battalion Chief - Special Operations
Address:	1901 K Ave, Plano, TX 75074
Cell Phone:	972-977-0560
E-mail:	ryanc@plano.gov

The FACILITATOR's primary point of contact agrees to:

- provide NCTCOG with a signed release of liability and hold harmless agreement (Appendix A) for each person requiring access to the exercise site during the exercise; and
- provide the name, agency, job title, phone number, and e-mail address for all people who need access to the site during the exercise.

## 2.2 <u>NCTCOG's Obligations</u>

During the Term of this Agreement, NCTCOG agrees to the following:

- Dedicate time and resources to design and conduct the exercise;
- Provide logistical support for supplies necessary to conduct the exercise;
- Deliver coordination between the Olson Group, Ltd. and the FACILITATOR;
- Coordinate with the Metro X Exercise Planning Team to assist in the planning and development of the Metro X exercise site requirements, and ensuring the exercise site FACILITATOR receives a copy of the safety plans designed for the exercise site; and

• Work closely with FACILITATOR to establish policies and procedures to help protect HOST property from damages inflicted during the event. NCTCOG also agrees to provide a primary point of contact to coordinate with the FACILITATOR. The 2 (two) primary points of contact are:

Name:	Justin Cox
Agency:	North Central Texas Council of Governments
Job Title:	Senior Emergency Preparedness Specialist
Address:	616 Six Flags Drive, Arlington, Texas 76011
Cell Phone:	(817) 695-9147
E-mail:	jcox@nctcog.org
Name:	Michael Hernandez Jr.
Agonovi	North Control Toyog Council of Covernments

Agency:	North Central Texas Council of Governments
Job Title:	Emergency Preparedness Specialist
Address:	616 Six Flags Drive, Arlington, Texas 76011
Cell Phone:	(817) 704-5682
E-mail:	mhernandez@nctcog.org

## 2.3 Joint Obligations

During the Term of this Agreement, both parties hereto agree to the following:

- Make every reasonable effort to ensure that the health and safety of all participants are protected during the performance of their duties as it relates to the Metro X exercise;
- Neither party shall assign or require the other party to perform duties which would jeopardize their safety or cause them to sustain injuries; and
- Avoid placing any participating member in a role that would constitute a conflict of interest.

#### ARTICLE III TERM; TERMINATION

**3.1** The initial term of this Agreement will be nine months from the Effective Date. Either party may terminate its participation under this Agreement upon one hundred eighty (180) days advance written notice to the other party.

#### ARTICLE IV HOLD HARMLESS

**4.1** Pursuant to Texas Gov't Code § 421.062, the Host is not responsible for any civil liability that arises from the furnishing of a service under this Agreement. To the extent Texas Gov't Code § 421.062 is not applicable, and notwithstanding Texas Gov't Code § 791.006(a), each Party shall accept responsibility for any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage under this Agreement.

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

## ARTICLE V MISCELLANEOUS COVENANTS

- **5.1 Amendments/Whole Agreement**. This Agreement and any amendment hereto may be executed in counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement embodies the entire understanding of the Parties with respect to the subject matter herein, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.
- **5.2 Dispute Resolution**. The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.
- **5.3** Availability of Funding. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds, which are received from the funding agencies by NCTCOG dedicated for the purposes of this Agreement.

- **5.4 Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- **5.5** Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.
- **5.6** No Waiver of Immunity. Notwithstanding any other provision of this agreement, nothing in this agreement, nor the execution of this agreement, shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which NCTCOG and/or FACILITATOR, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.
- **5.7** Authorization. By executing this Agreement, each party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of each party.

**5.8** Notice. Notice from one Party to another Party regarding this Agreement shall be in writing and shall be delivered to the addresses shown below:

NCTCOG:	North Central Texas Council of Governments Maribel Martinez, Director of Emergency Preparedness 616 Six Flags Drive P. O. Box 5888 Arlington, Texas 76005-5888
FACILITATOR:	Plano Fire-Rescue
	Name of Agency
	Ryan Clark
	Name of Contact
	Battalion Chief - Special Operations
	Title of Contact
	1901 K Ave

Address of Contact

Plano, TX 75074 City, State Zip

The above contact information may be modified by written notice to the other party, without requiring an amendment to the Agreement.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their authorized representatives as set forth below.

FACILITATOR	NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
Name	Name
Title	Title
Date	Date
Signature	Signature
APPROVED AS TO FORM:	

Paige Mims, CITY ATTORNEY



### **CITY COUNCIL AGENDA MEMO**

MEETING DATE:	6/23/2025
DEPARTMENT:	Special Projects
DIRECTOR:	Peter Braster, Director of Special Projects
AGENDA ITEM:	Approval of Economic Development Incentive Agreement (Retail Rehab Grant) for Parker Plaza West.
RECOMMENDED ACTION:	Approval of Contract / Agreement

### ITEM SUMMARY

To approve an Economic Development Incentive Agreement between the City of Plano and Parker Plaza West, LP; and authorizing the City Manager to execute all necessary documents. **Approved** 

### PREVIOUS ACTION/PRESENTATION

In February 2024, council adopted a Retail Revitalization Program that is designed to promote the redevelopment and revitalization of underperforming retail centers so they can contribute positively to surrounding residential neighborhoods and increase the city's tax base.

To date two retail centers have been awarded grants under city manager authority. They are: (1) the northwest corner of Jupiter and 14th Street (grant amount: \$98,000); and (2) northeast corner of Park Boulevard and K Avenue (grant amount: \$25,000). Both grants are within 10% of overall expenditures by the retail center owner.

### BACKGROUND

Parker Plaza West is an 8.58-acre retail center located on the northwest corner of Parker Road and Custer Road. It was developed in 1974, and has not seen any extensive improvements since first developing. Currently, the 101,797 square foot center is only 79% leased.

The owners now are planning a \$4 million rehabilitation. Scope of the rehabilitation includes: the reconfiguration of parking lot and walkways to meet current code regarding parking, landscaping, and ADA compliance; resurfacing of parking lot; remodel of the western facades of Buildings A & B and northern facade of Building B; repainting of entire center; upgrading the lighting and signage; and installation of irrigation and extensive new landscaping.

### FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves an Economic Development Incentive Agreement between the City of Plano and Parker Plaza West, LP. Grant funding is available within the retail rehabilitation grant fund.

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

### ATTACHMENTS:

Description Agreement Upload Date Type 6/10/2025 Agreement

#### ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the **CITY OF PLANO**, Texas ("City"), and **PARKER PLAZA WEST**, **LP**, a Texas limited partnership ("Company"), acting by and through their respective authorized officers and representatives.

#### WITNESSETH:

WHEREAS, Company owns a 101,797 square foot retail shopping center located at 2109 and 2129 West Parker Road, Plano, TX 75023 (the "Shopping Center"); and

WHEREAS, Company agrees to revitalize the Shopping Center by constructing or causing to be constructed real property improvements that have a minimum construction cost of \$3,694,524.00,at the Shopping Center; and

WHEREAS, Company has advised the City that a contributing factor to induce new tenants to relocate and expand 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 by the City to provide an economic development grant to the Company; 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; and

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

#### Article I Definitions

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

"Commencement Date" shall mean the date of execution of this Agreement, which is the date of the last signature executing this agreement. "Company" shall mean Parker Plaza West, Ltd, a Texas limited partnership company.

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

"Façade Improvements" shall mean landscaping; irrigation; lighting; signage; painting; ADA compliance, remodel of facades; or paving/resurfacing on the real property owned by the Company at the Shopping Center.

### Article II Term

The term of this Agreement shall begin on the Commencement Date and continue for two (2) 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, directly or indirectly through its tenant(s):

(a) Construct or cause to be constructed Façade Improvements that have a minimum cost to construct of \$3,694,524.00 within one year after the Commencement Date; and

(b) Use reasonable efforts to use the words "Plano, Texas" or "Plano, TX" when referencing the address for the Company and its tenants on printed or electronic materials.

### Article IV Economic Development Grant

4.01 <u>Grant.</u> The City agrees to provide the Company a cash grant of up to Three Hundred Thousand dollars (\$300,000.00) ("Grant") as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) **Retail Revitalization Grant.** Company shall be entitled to a grant payment of Two Hundred Ninety Five Thousand dollars (\$295,000.00) to offset costs, on a reimbursement basis, for completing the installation of the Façade Improvements (the "Retail Revitalization Grant") if:

- Company complies with the obligations set forth in Article III(a) and (b);
- 2. Company submits a certification that the Company and its tenants have expended a minimum of \$3,694,524.00 in Façade Improvements; and
- 3. Company submits receipts of the amounts paid by or caused to be paid by the Company or its tenants for installation of Façade Improvements.

(b) Fee Reimbursement Grant. Company shall be entitled to a grant payment of up to Five Thousand dollars (\$5,000.00) 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 ("Reimbursement Grant") if:

- 1. Company complies with the obligation set forth in Article III(a); 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 at the Shopping Center and occupancy of the Shopping Center.

(c) Company shall submit one cumulative request for payment under the Retail Revitalization Grant and the Fee Reimbursement Grant, (the "Grant Request") to the City. Such Grant Request shall include any documentation required by each grant, as described in Section 4.02. with the Grant Request, Company shall submit an executed Certificate of Compliance form, attached hereto as **Exhibit "A."** Company shall submit its Grant Request to the City at least 30 days after the Commencement Date, but within one (1) year after the Commencement Date. City's obligation to pay or reimburse Company under the Retail Revitalization Grant and the Fee Reimbursement Grant, shall terminate after one (1) year after the Commencement Date.

(d) The City Manager may, at his or her discretion and without Council action, at any time before the expiration of this Agreement, extend any and all of the Company's deadlines in this Agreement upon written request from the Company. Such extension must be in writing and sent to Company as required by the Notice Section of this Agreement.

(e) City will make the Grant payment within thirty (30) days of receipt of the Grant Request. City may, in its sole discretion, withhold Grant payment if additional documents or information is needed from the Company or the terms of this Agreement are not met.

(f) For the Fee Reimbursement Grant City shall only reimburse Company for fees, costs, and expenses actually incurred or paid by the Company.

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

### 4.03 **<u>Repayment/Default.</u>**

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

1. Fails to timely submit any certifications to the City as required by Section 4.02;

2. Fails to fulfill any of the obligations set forth in this Agreement;

3. 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.

### Article V Termination

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

- or
- (a) By payment of all grants by the City to the Company under this Agreement;
- (b) By expiration of the Term and where no defaults have occurred; or

(c) 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, 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 <u>Effect of Termination/Survival of Obligations.</u> 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 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 nonassigning 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 <u>No Joint Venture.</u> 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 <u>Notice of Bankruptcy.</u> 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 <u>Authorization</u>. 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 <u>Notice.</u> 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 Avenue K P.O. Box 860358 Plano, TX 75086-0358

With a copy to: City of Plano, Texas Attention: Ms. Paige Mims City Attorney 1520 Avenue K P.O. Box 860358 Plano, TX 75086-0358 If intended for the Company: Parker Plaza West, Ltd. C/O Harkinson Investment Corporation Attn: Josh Harkinson 4560 Belt Line Rd, Suite 400 Addison, TX 750001

8.05 <u>Compliance with Equal Rights Ordinance</u>. 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; or

(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;

(1) 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 <u>Entire Agreement.</u> 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 <u>Governing Law.</u> 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 <u>Amendment.</u> This Agreement may only be amended by the mutual written agreement of the parties.

8.09 <u>Severability.</u> 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 **<u>Recitals.</u>** The recitals to this Agreement are incorporated herein.

8.11 <u>Authorized to Bind.</u> 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 <u>Counterparts.</u> 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

**PARKER PLAZA WEST, LP**, a Texas limited partnership company by Parker Plaza, Inc., its general partner

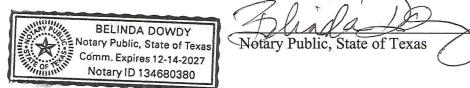
By:

William J. Harkinson, Director Date: 000.2025

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## STATE OF TEXAS § COUNTY OF <u>Dalla</u> S§

This instrument was acknowledged before me on the 6 day of 3 where 2025 by William J. Harkinson, Director of Parker Plaza Inc, as general partner of **PARKER PLAZA WEST, LP**, a Texas limited partnership, on behalf of said entity.



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#### EXHIBIT "A" CERTIFICATE OF COMPLIANCE

#### **Retail Reimbursement Grant**

\_\_\_\_\_\_a. I hereby certify that Parker Plaza West, Ltd has added a minimum of \$3,694,524.00 in Façade Improvements at the Shopping Center on or before one year after the Commencement Date of the Agreement between the City of Plano and Parker Plaza West dated \_\_\_\_\_\_\_ and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 of that Agreement.

b. I hereby certify that Parker Plaza West, Ltd has failed to add a minimum of \$3,694,524.00 in Façade Improvements at the Shopping Center on or before one year after the Commencement Date of the Agreement between the City of Plano and Parker Plaza West dated \_\_\_\_\_\_ and is not entitled to receive payment in accordance with Section 4.02 of that Agreement.

#### Fee Reimbursement Grant

\_\_\_\_\_\_a. I hereby certify that Parker Plaza West, Ltd has submitted for approval itemized costs paid by the Company to the City of Plano for permit, building inspection, engineering and planning fees for the construction at the Shopping Center in Plano, Texas for reimbursement up to \$5,000.00, 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 of that Agreement in the amount of \_\_\_\_\_\_ Dollars.

b. I hereby certify that Parker Plaza West, Ltd. has failed to submit itemized costs paid by the Company to the City of Plano for permit, building inspection, engineering and planning fees for the construction at the Shopping Center in Plano, Texas for reimbursement up to \$5,000.00 and is not entitled to receive payment in accordance with Section 4.02 of that Agreement.

ATTEST:

Parker Plaza West, Ltd, a Texas limited partnership

Name: Title: \_\_\_\_\_

Date

By: \_\_\_\_\_\_ Name: \_\_\_\_\_



**CITY COUNCIL AGENDA MEMO** 

MEETING DATE:	6/23/2025
DEPARTMENT:	Community Services
DIRECTOR:	Curtis Howard, Director of Neighborhood Services
AGENDA ITEM:	A contract with the Texas Department of Housing and Community Affairs for the Homeless Housing and Services Program.
RECOMMENDED ACTION:	Adoption of Resolutions

### **ITEM SUMMARY**

To approve a contract with the Texas Department of Housing and Community Affairs in an amount not to exceed \$123,461 for the Homeless Housing and Services Program under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; providing an effective date; and authorizing the City Manager to execute all necessary documents. Adopted Resolution No. 2025-6-16(R)

### BACKGROUND

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

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

Since the program's inception, the program has assisted 188 individuals obtain housing. As participants exit the program, Salvation Army tracks housing retention to measure program success. To date, 94 people have maintained their housing at least three months after exiting the program.

TDHCA reimburses the city for expenditures, and the city must report monthly on the status of the funds through the state's online contracting system. Any funds remaining at the end of the fiscal year are returned

to the state's general fund.

### FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves a contract with the Texas Department of Housing and Community Affairs for the Homeless Housing and Services Program under Texas Government Code §2306.2585. The total amount to be received in FY 2023-24 and FY2024-25 is not to exceed \$123,461.

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

### ATTACHMENTS:

Description Resolution Upload Date Type 6/10/2025 Resolution A Resolution of the City of Plano, Texas, approving a contract with the Texas Department of Housing and Community Affairs in an amount not to exceed \$123,461 for the Homeless Housing and Services Program under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; providing an effective date; and authorizing the City Manager to execute all necessary documents.

WHEREAS, the City of Plano (the "City") is eligible to receive funds under the Homeless Housing and Services Program from the Texas Department of Housing and Community Affairs (the "Department") in the amount not to exceed \$123,461 based on the 2025-26 Texas Department of Housing and Community Affairs allocations for eligible cities; and

WHEREAS, the City wishes to enter into a contract with the Department in an amount not to exceed \$123,461 for the Homeless Housing and Services Program under Texas Government Code §2306.2585 for construction, development or procurement of housing for homeless persons; rehabilitation of structures targeted to serving homeless persons or persons at-risk of homelessness; provision of direct services and case management to homeless persons or persons at-risk of homelessness; or, other homelessness-related activity as approved by the Department; and

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

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

**SECTION I.** The City Manager, or his authorized designee, is hereby authorized to enter into a contract with the Department in the amount of up to \$123,461 for Homeless Housing and Services Program funds under Section 2306.2585 of the Texas Government Code, on behalf of the City for the purpose of construction, development or procurement of housing for homeless persons; rehabilitation of structures targeted to serving homeless persons or persons at-risk of homelessness; provision of direct services and case management to homeless persons or persons at-risk of homelessness; or, other homelessness-related activity as approved by the Department; and to provide assurances, act in connection with the contract, and provide information as may be required. The City shall allocate a minimum of ninety-five percent (95%) of all funds received from the Department to a local non-profit organization or organizations that will act as the subrecipient(s) to administer the funds in accordance with the ascribed purposes in this section.

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

**SECTION III.** The City Manager or his authorized designee is authorized to execute all necessary documents, including subrecipient agreements and any additional

contracts, including amendments, to extend the contract or accept additional funds from the Department to implement the Homeless Housing and Services Program under Section 2306.2585 of the Texas Government Code.

**<u>SECTION IV.</u>** This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED** on the 23<sup>rd</sup> day of June, 2025.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



MEETING DATE:	6/23/2025
DEPARTMENT:	Community Services
DIRECTOR:	Curtis Howard, Director of Neighborhood Services
AGENDA ITEM:	A contract with the Texas Department of Housing and Community Affairs for the Homeless Housing and Services Program Youth Set-Aside.
RECOMMENDED ACTION:	Adoption of Resolutions

### ITEM SUMMARY

To approve a contract with the Texas Department of Housing and Community Affairs in a total amount not to exceed \$38,596 for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; providing an effective date; and authorizing the City Manager to execute all necessary documents. Adopted **Resolution No. 2025-6-17(R)** 

### BACKGROUND

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

Since the program's inception, the overall HHSP program has helped 188 individuals obtain housing; 28 of which were youth. As participants exit the program, Salvation Army tracks housing retention to measure program success. To date, 94 people have maintained their housing at least three months after exiting the program; 17 of which were youth.

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

### FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves a contract with the Texas Department of Housing and Community for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585. The total amount to be received in FY 2023-24 and FY2024-25 is not to exceed \$38,596.

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

### ATTACHMENTS:

Description Resolution A Resolution of the City of Plano, Texas, approving a contract with the Texas Department of Housing and Community Affairs in a total amount not to exceed \$38,596 for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585; designating the City Manager as Chief Executive Officer and authorized representative of the City for the purpose of executing the contract consistent with this resolution, giving required assurances, acting in connection with said contract, and providing required information; providing an effective date; and authorizing the City Manager to execute all necessary documents.

WHEREAS, the City of Plano (the "City") is eligible to receive funds under the Homeless Housing and Services Program Youth Set-Aside from the Texas Department of Housing and Community Affairs (the "Department") in the total amount of \$38,596 based on the 2025-26 Texas Department of Housing and Community Affairs allocations for eligible cities; and

WHEREAS, the City wishes to enter into a contract with the Department in an amount not to exceed \$38,596 for the Homeless Housing and Services Program Youth Set-Aside under Texas Government Code §2306.2585 for construction, development or procurement of housing for homeless youth; rehabilitation of structures targeted to serving homeless youth or youth at-risk of homelessness; provision of direct services and case management to homeless youth or youth at-risk of homelessness; or, other homelessness-related activity serving youth as approved by the Department; and

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

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

**SECTION I.** The City Manager, or his authorized designee, is hereby authorized to enter into a contract with the Department in the total amount of up to \$38,596 for Homeless Housing and Services Program Youth Set-Aside funds under Section 2306.2585 of the Texas Government Code, on behalf of the City for the purpose of construction, development or procurement of housing for homeless youth; rehabilitation of structures targeted to serving homeless youth or youth at-risk of homelessness; provision of direct services and case management to homeless youth or youth at-risk of homelessness; or, other homelessness-related activity serving youth as approved by the Department; and to provide assurances, act in connection with the contract, and provide information as may be required. The City shall allocate a minimum of ninety-five percent (95%) of all funds received from the Department to a local non-profit organization or organizations that will act as the subrecipient(s) to administer the funds in accordance with the ascribed purposes in this section.

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

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

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

**PASSED AND APPROVED** on the 23<sup>rd</sup> day of June, 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:	6/23/2025
DEPARTMENT:	Environmental Health And Sustainability
DIRECTOR:	Rachel Patterson, Director of Environmental Health & Sustainability
AGENDA ITEM:	Authorization for Integrity EMS Services LLC to operate a private emergency medical transport service
RECOMMENDED ACTION:	Adoption of Resolutions

### ITEM SUMMARY

To authorize the issuance of a letter of approval to Integrity EMS Services LLC to provide emergency medical services in the City of Plano as referenced under Section 773.0573, Health and Safety Code; authorizing the City Manager to execute the letter of approval; and providing an effective date. Adopted **Resolution No. 2025-6-18(R)** 

### BACKGROUND

The Texas Health and Safety Code, Section 773.0573, requires a private emergency medical service provider to obtain a letter of approval from the governing body of the municipality in which they wish to operate as part of the licensing application process with the state.

The City of Plano issued an original letter of approval in April 2021 authorized via Resolution 2021-4-9(R). Due to a company name change, the city received a new request from Integrity EMS Services LLC to provide a letter of approval to operate a private emergency medical transport service within the City of Plano. Integrity EMS Services LLC offers ambulance services for dialysis transport, inter-facility transport for hospitals, transports for assisted living patients, and individual patient transport to appointments. Note that the approval letter is one step in the process of obtaining a license from the state to operate and simply acknowledges that Integrity EMS Services LLC will be operating within the city limits, but does not in any way imply final approval to operate, as that will be issued by the state.

Staff recommends city council approve this resolution to execute an approval letter allowing this private provider to operate within the city. This will not in any way affect the city's provision of emergency medical services to its citizens.

### FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

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

### ATTACHMENTS:

Description Resolution Integrity EMS Services LLC Upload Date Type 6/13/2025 Resolution A Resolution of the City of Plano, Texas, authorizing the issuance of a letter of approval to Integrity EMS Services LLC to provide emergency medical services in the City of Plano as referenced under Section 773.0573, Health and Safety Code; authorizing the City Manager to execute the letter of approval; and providing an effective date.

**WHEREAS**, state law requires a private emergency medical services provider to obtain a letter of approval from the governing body of the municipality in which they wish to operate as part of its licensing application process with the State; and

WHEREAS, staff recommends granting such approval as allowing this private provider to operate within the City will not in any way affect the City's provision of emergency medical services to its citizens; and

**WHEREAS**, the City Council is of the opinion that it is appropriate and in the best interest of the public to authorize the issuance of a letter of approval to Integrity EMS Services LLC as referenced under Section 773.0573, Health and Safety Code.

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

**Section I.** The City Council of the City of Plano hereby authorizes the issuance of a letter of approval to Integrity EMS Services LLC as referenced under Section 773.0573, Health and Safety Code.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the letter of approval on behalf of the City of Plano.

**Section III.** This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of June, 2025.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

for Paige Mims, CITY ATTORNEY



### **CITY COUNCIL AGENDA MEMO**

MEETING DATE:	6/23/2025
DEPARTMENT:	Parks
DIRECTOR:	Ron Smith, Director of Parks and Recreation
AGENDA ITEM:	Revised Fee Schedule and Memberships for Parks and Recreation
RECOMMENDED ACTION	: Adoption of Resolutions

### ITEM SUMMARY

To approve a revised Parks and Recreation Fee Schedule for the use of certain facilities and memberships; and providing an effective date. Adopted Resolution No. 2025-6-22(R)

### PREVIOUS ACTION/PRESENTATION

On February 18, 2025, the Parks and Recreation Planning Board reviewed the proposed user fees as stated herein and voted 6-0 to recommend the increase and adoption of the proposed fees.

### BACKGROUND

On February 24, 2025, the Plano City Council approved the City of Plano's new Cost Recovery Policy established to ensure the appropriate level of costs associated with the provision of facilities, programs and services are recouped. The Policy provides department staff with a consistent set of guidelines in determining the price of programs and services.

The Recreation Division is proposing the following fee schedule for recreation programs, services and facility use. The fees are consistent with the Cost Recovery Policy as well as the Budget and Research Department's Cost Recovery Procedures. Some Recreation Division fees were last increased in 2019, while others date back to 2012 and 2008. The proposed fee increases will help the division meet established cost recovery targets.

The proposed fee changes are to the following: After-Hour Pool Rental, Pool Party Packages, Facility Room Rental, Nature & Retreat Center Rental, High Point Tennis Courts Membership and Rental, Courtyard Theater and Cox Playhouse Rental, Recreation Memberships, Recreation Daily, and Recreation Programming, as provided in "Exhibit A".

### FINANCIAL SUMMARY/STRATEGIC GOALS

This item proposes to revise the Recreation Division Fee Schedule to maintain alignment with financial policies of the City of Plano. The estimated financial impact would equate to \$699,537 in the General Fund and \$314,445 in the Recreation Revolving Fund. This revision would increase revenues collected in both funds in FY 2024-25 and in future years; however, exact amounts will be determined by participation and demand.

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

### ATTACHMENTS:

Description Resolution Upload Date Type 6/13/2025 Agreement Exhibit A

### A Resolution of the City of Plano, Texas, approving a revised Parks and Recreation Fee Schedule for the use of certain facilities and memberships; and providing an effective date.

**WHEREAS,** Section 15-81 specifies that fees for the use of parks and recreation facilities shall be established by City Council resolution; and

**WHEREAS,** Section 15-83 specifies that different fees may be established for residents and nonresidents; and

WHEREAS, city staff has performed an analysis of the existing fee structure for the use of parks and city recreational facilities and memberships for both residents and non-residents and has developed updated fees; and

**WHEREAS**, on February 18, 2025, the Parks and Recreation Planning Board reviewed the proposed fees as stated herein and voted to recommend the increase and adoption of the proposed fees; and

**WHEREAS,** the City Council has determined that it is in the City of Plano, Texas's best interest to adopt a restated and revised fee schedule, attached hereto as Exhibit "A".

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

**Section I.** The Parks and Recreation Department Fee Schedule, attached hereto as Exhibit "A," 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, is hereby approved.

**Section II.** This Resolution becomes effective July 1, 2025.

**PASSED AND APPROVED** on the 23<sup>rd</sup> day of June, 2025.

John Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

### **EXHIBIT A**

After-Hour Pool Rentals			
Proposed After-Hour Pool Rentals			
Facility	Rental Type	2 H	our Fee
Carpenter	Full	\$	430
Liberty	Pool	\$	270
Oak Point	Indoor 1-250	\$	385
Oak Point	Indoor 251-500	\$	590
Plano Aquatic Center	Pool	\$	275
Plano Aquatic Center	Spray Pad	\$	165
Tom Muehlenbeck	Indoor Leisure	\$	645
Tom Muehlenbeck	Indoor Both 1-250	S	750
Tom Muehlenbeck	Indoor Both 251-500	\$	925
Tom Muehlenbeck	Outdoor 1-250	S	685
Tom Muehlenbeck	Outdoor 251-500	\$	865
Tom Muehlenbeck	Full 1-250	\$	1,450
Tom Muehlenbeck	Full 251-500	\$	1,600
Tom Muehlenbeck	Full 500+	\$	1,700

\*Non-Residents pay an additional \$10 or 10% whichever is greater

RECREATION DIVISION FEE SCHEDULE				
Proposed Pool Party Package Rates				
		Non-		
	Resident	Resident		
Facility	Rate	Rate		
Plano Aquatic Center				
Indoor Large Party Room	\$220	\$340		
Splash Pad Party Area	\$220	\$340		
Tom Muehlenbeck Recreation Center				
Indoor Party Room	\$220	\$340		
Outdoor Party Area (A or B)	\$165	\$255		
Jack Carter Pool				
Large Pavilion	\$405	\$565		
Small Shade Structure	\$215	\$305		
Carpenter Park Recreation Center				
Party Room	\$160	\$213		
Oak Point Recreation Center				
Indoor Small Party Room	\$160	\$180		
Indoor Large Party Room	\$220	\$340		
Outdoor Pool Party Pavilion	\$400	\$450		

RECREATION DIVISION FEE SCHEDULE				
Hourly Facility Rental Fees - Recreation Centers				
	During			
	Operatir	ng		
Room Capacity	Hours		After	r Hours
15	\$	25		N/A
20	\$	30	\$	64
25	\$	40		N/A
30	\$	45	\$	79
40	\$	60	\$	94
50	\$	75	\$	109
60	\$	90	\$	124
70	\$	105	\$	139
150	\$	225	\$	270
200 Includes Gymnasium	N/A		\$	184
250 Includes Gymnasium	N/A		\$	222
300 Includes Gymnasium	N/A		\$	259
400 Includes Gymnasium	N/A		\$	334
* Diana haaad non profite reactive	750/ D'			

\* Plano based non-profits receive a 75% Discount
\*\* Non-Residents pay an additional \$10 or 10%, whichever is greater

<b>RECREATION DIVISION FEE SCHEDULE</b>			
Nature & Retreat Center at Oak Point Park			
Day of the Week	Fee		
Monday - Thursday	\$120/hour (4hr min)		
Friday - Sunday	\$2,200 Up to 10 hours		

RECREATION DIVISION FEE SCHEDULE				
High Point Tennis Center Court Rental Fees				
	Resident Non-Resider		-Resident	
Daily	\$	4	\$	5.50
Annual	\$	150	\$	230
Annual Family	\$	345	\$	480

RECREATION DIVISION FEE SCHEDULE							
Courtyard Theater							
		Monday- Wednesday	Thursday- Sunday				
Non-Profit	6 Hour Block	\$ 275	\$ 465				
	9 Hour Block	\$ 410	\$ 705				
	12 Hour Block	\$ 550	\$ 935				
Commercial	6 Hour Block	\$ 400	\$ 670				
	9 Hour Block	\$ 605	\$ 1,010				
	12 Hour Block	\$ 805	\$ 1,340				
Platinum Arts Group		\$ 205	\$ 360				
	9 Hour Block	\$ 305	\$ 540				
	12 Hour Block	\$ 405	\$ 715				
	Cox Playhous	1					
		Monday-	Thursday-				
		Wednesday	Sunday				
Standard	6 Hour Block	\$ 160	\$ 320				
	9 Hour Block	\$ 235	\$ 475				
	12 Hour Block	\$ 320	\$ 650				
Platinum Arts Group		\$ 120	\$ 240				
	9 Hour Block	\$ 180	\$ 355				
	12 Hour Block	\$ 235	\$ 475				

RECREATION DIVISION FEE SCHEDULE												
Proposed Recreation Center Membership & Daily Fees												
			Annu	al			Мо	nthly			Dail	y Fee
	Anı	nual	Non-		Mon	thly	Nor	า-	Daily	/ Fee	Non	-
	Res	sident	Resid	ent	Resi	ident	Res	sident	Resi	ident	Res	ident
Adult	\$	171	\$	285	\$	22	\$	33	\$	7	\$	10
Family	\$	439	\$	749	\$	56	\$	91		NA		NA
Senior	\$	131	\$	219	\$	17	\$	29	\$	7	\$	10
Youth	\$	105	\$	175	\$	13	\$	24	\$	4	\$	6
PISD/Works Adult	\$	215	\$	215	\$	33	\$	33		NA		NA
PISD/Works Family	\$	560	\$	560	\$	91	\$	91		NA		NA
PISD/Works Senior	\$	164	\$	164	\$	29	\$	29		NA		NA
PISD/Works Youth	\$	131	\$	131	\$	18	\$	18		NA		NA
One Month User Fee		NA		NA	\$	33	\$	33		NA		NA
Jack Carter Youth									\$	6	\$	9
Jack Carter Adult									\$	10	\$	14
Plano Aquatic Center									\$	4	\$	6

Program Fee Fomula		
Direct Costs	V	/arie:
Instructor Fee		
Entrance Fee		
Mileage/Parking Fee		
Indirect Costs		\$29
Registration Software Fee		
Credit Card Fees		
Catalog Pring/Mail Fee		
Administration Fee		
General Materials & Supplies		
User Fee		
Resident	\$	4
Non-Resident	\$	8
Direct + Indirect + User Fe	e/	



### **CITY COUNCIL AGENDA MEMO**

MEETING DATE:6/23/2025DEPARTMENT:LegalDIRECTOR:Paige Mims, City AttorneyAGENDA ITEM:Approval of a ResolutionRECOMMENDED ACTION:Adoption of Resolutions

### ITEM SUMMARY

To act in response to a petition for recognition, received on June 17, 2025, on behalf of the Plano Fire-Firefighters Association, IAFF Local 2149, to be the sole and exclusive bargaining agent for Plano Fire-Rescue firefighters, in accordance with the provisions of the meet and confer statute as set forth in Texas Local Government Code, Chapter 142 and grant recognition of the Association as requested in the petition and determining that the City of Plano may and shall meet and confer with said Association without conducting an election by the voters; and providing an effective date. Adopted Resolution No. 2025-6-19(R)

### ATTACHMENTS:

Description Resolution Upload Date Type 6/19/2025 Resolution A Resolution of the City of Plano, Texas, acting in response to a petition for recognition, received on June 17, 2025, on behalf of the Plano Firefighters Association, IAFF Local 2149, to be the sole and exclusive bargaining agent for Plano Fire-Rescue firefighters, in accordance with the provisions of the meet and confer statute as set forth in Texas Local Government Code, Chapter 142 and granting recognition of the Association as requested in the petition and determining that the City of Plano may and shall meet and confer with said Association without conducting an election by the voters; and providing an effective date.

WHEREAS, Texas Local Government Code Chapter 142 permits a firefighters association to submit a petition, signed by the majority of all firefighters, excluding the head of the department and employees exempt under §142.108(b), to the City requesting that the City recognize the firefighters association as the sole and exclusive bargaining agent for covered firefighters, for purposes of engaging in the meet and confer process; and

WHEREAS, on June 17, 2025, the City Secretary received a petition requesting Plano Firefighters Association, IAFF Local 2149, be the sole and exclusive bargaining agent for the Plano Fire-Rescue firefighters, in accordance with the provisions of Texas Local Government Code, Chapter 142 that was signed by 57.3%, a majority, of the current members of the Plano Fire-Rescue; and

WHEREAS, Texas Local Government Code §142.103(a) requires that a governing body take action no later than the 30th day after the date a City receives a petition under Texas Local Government Code §142.103 to: (1) vote whether to recognize the association for meet and confer purposes without going to a general election of the voters; (2) defer recognition and order a general election; or (3) order a certification election under §142.104 to determine whether the association represents a majority of the firefighters; and

WHEREAS, the City Council recognizes that the aforementioned petition was signed by a majority of all firefighters of the Plano Fire-Rescue covered by Texas Local Government Code Chapter 142, Subchapter C, excluding the head of the fire department and exempt employees under Texas Local Government Code §142.108(b); and

WHEREAS, City Council has determined that it is in the best interest of the residents of the City of Plano to grant recognition of Plano Firefighters Association, IAFF Local 2149, as the sole and exclusive bargaining agent for the covered firefighters of Plano Fire-Rescue for purposes of engaging in the meet and confer process, pursuant to Texas Local Government Code Chapter 142, Subchapter C.

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

<u>Section I.</u> The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as though set forth fully herein.

<u>Section II.</u> The signatories to the petition submitted, requesting the Plano Firefighters Association, IAFF Local 2149, represent 57.3% of the eligible firefighters of Plano Fire-Rescue, a majority, of all firefighters of Plano Fire-Rescue covered by Texas Local Government Code Chapter 142, Subchapter C.

<u>Section III.</u> The City Council, pursuant to Texas Local Government Code §142.103(a)(1), hereby grants recognition of the Plano Firefighters Association, IAFF Local 2149, as the sole and exclusive bargaining agent for all the firefighters employed by the City of Plano, excluding the Chief of Fire and exempt employees under Texas Local Government Code §142.108(b), and determines that the City of Plano may meet and confer with said Association without conducting an election by the voters.

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

**PASSED AND APPROVED** on the 23<sup>rd</sup> day of June, 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:	6/23/2025				
DEPARTMENT:	Engineering-Transportation				
DIRECTOR:	B. Caleb Thornhill, P.E., Director of Engineering				
AGENDA ITEM:	Removes or adjusts the effective times and/or limits of school zones on various streets				
RECOMMENDED ACTION:	Adoption of Ordinances				

### **ITEM SUMMARY**

To amend Section 12-73 (d), Same - Specific zones, of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, to remove or to adjust the effective times and/or limits of school zones on various streets, 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. 2025-6-20** 

### BACKGROUND

The Engineering Department-Transportation Division recommends removal of school zones associated with Davis Elementary, Forman Elementary, Armstrong Middle School, and Carpenter Middle School. Beginning with the 2025-2026 school year, the Plano Independent School District ("PISD") will close these schools.

As a result of these school closures and after a careful evaluation from the Transportation Engineering Division, staff recommends the removal of school zones associated with these schools, and minor adjustments to nearby schools as indicated on maps.

Not removing these school zones, will result in unnecessary speed limit reductions and driver delays for these areas.

### FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no immediate financial impact; however, some revenue may be collected as fines resulting from violation of this ordinance. The exact change in revenue is indeterminable and will have minimal impact on the General Fund budget.

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

### ATTACHMENTS:

Description	Upload Date	Туре
Ordinance	6/11/2025	Ordinance
Maps	6/11/2025	Мар

An Ordinance of the City of Plano, Texas, amending Section 12-73 (d), Same -Specific zones, of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, to remove or to adjust the effective times and/or limits of school zones on various streets, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

**WHEREAS**, the primary purpose of school zone speed limits is to reduce the speed of travel on roadways at school crosswalks in order to reduce the potential for pedestrian – vehicle collisions; and

**WHEREAS**, beginning in the 2025-2026 school year, the Plano Independent School District ("PISD") will close Davis Elementary, Forman Elementary, Armstrong Middle, and Carpenter Middle schools; and

**WHEREAS**, as a result of school closures, some of the school zones are no longer necessary or must be adjusted; and

**WHEREAS**, Transportation Engineering Division periodically evaluates school zones in the city and has found that some of the school zones are not utilized; and

**WHEREAS**, Transportation Engineering Division recommends that certain school zones be removed or adjusted for the 2025-2026 school year.

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

<u>Section I.</u> Section 12-73 (d), Same-Specific zones, of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, is amended to read as follows:

"(d) *School zones designated.* The following designated locations and areas are declared to be school zones and the prima facie maximum speed limit for all motor vehicles operated within such areas and locations on school days shall be twenty (20) miles per hour during the designated time periods. Such school zones are designed to serve a public or private institution of elementary or secondary education.

15th Street:

Between a point two hundred (200) feet east of Highedge Drive and a point three hundred (300) feet west of Mill Valley Drive on school days between 7:00 a.m. and 9:15 a.m. and between 2:30 p.m. and 4:55 p.m. (P)

17th Street:

(1) Between a point one hundred seventy-five (175) feet west of R Avenue and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:15 a.m. and 9:15 a.m. and between 4:10 p.m. and 4:55 p.m. (P)

(2) Between Rigsbee Drive and a point two hundred (200) feet west of Rigsbee Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P) (See also Janet Way)

18th Street:

- Between Bristol Cove and a point two hundred (200) feet east of Dale Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)
- (2) Between a point two hundred (200) feet east of N Avenue and a point two hundred twenty-five (225) feet west of M Avenue on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)
- (3) Between a point six hundred (600) feet east of Red Bud Lane and a point two hundred (200) feet west of P Avenue on school days between 8:15 a.m. and 9:15 a.m. and between 4:10 p.m. and 4:55 p.m. (P)

#### 19th Street:

(1) Between a point six hundred fifty (650) feet east of K Avenue and a point one hundred fifty (150) feet east of N Avenue on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Abbey Road:

(1) Between P Avenue and Sherwood Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Accent Drive:

(1) Between a point two hundred ten (210) feet south of Plano Parkway and a point nine hundred ninety (990) feet south of Plano Parkway on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 4:00 p.m. (Private)

#### Alma Drive:

- Between a point three hundred fifty (350) feet south of Baxter Drive and a point three hundred (300) feet north of Baxter Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)
- (2) Between a point fifty (50) feet south of 15th Street and a point one hundred fifty (150) feet north of Janwood Drive on school days between 7:15 a.m. and 8:15 a.m. and between 2:30 p.m. and 4:00 p.m. (Private)

Archgate Drive:

(1) Between a point one thousand two hundred fifty (1,250) feet south of Alcove Lane and a point two hundred seventy-five (275) feet north of Alcove Lane on school days between 7:00 a.m. and 9:15 a.m. and between 2:30 p.m. and 4:55 p.m. (P)

# Baffin Bay Drive:

(1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point one thousand forty (1,040) feet east of Country Place Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Bass Drive:

 Between Staghorn Drive and a point two hundred twenty-five (225) feet east of Slater Trail on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Baxter Drive:

(1) Between a point two hundred seventy-five (275) feet east of Alma Drive and a point two hundred fifty (250) feet west of Alma Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

# Blue Ridge Trail:

(1) Between Cumberland Trail and a point four hundred (400) feet north of California Trail on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Caravan Drive:

 Between Marchman Way and a point one hundred seventy-five (175) feet west of Lepage Place on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Channel Isle Drive:

 Between a point two hundred (200) feet east of Winding Hollow Lane and fifty (50) feet east of Cove Hollow Lane on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Clark Parkway:

(1) Between a point one hundred twenty (120) feet north of Yeary Road and a point one hundred twenty-five (125) feet south of New Haven Drive on school days

between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

#### Cloverhaven Way:

 Between a point one hundred twenty-five (125) feet south of Danbury Lane and a point two hundred (200) feet south of Acropolis Way on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Coit Road:

- (1) Between a point three hundred twenty-five (325) feet south of Denham Way and a point three hundred twenty-five (325) feet north of Denham Way on school days between 7:35 a.m. and 8:35 a.m. and between 3:30 p.m. and 4:30 p.m. (P)
- (2) Between a point three hundred (300) feet north of Stonehaven Drive and a point four hundred (400) feet south of Stonehaven Drive on school days between 7:30 a.m. and 8:30 a.m. and between 3:30 p.m. and 4:15 p.m. (P)
- (3) Between a point two hundred ninety (290) feet south of McDermott Road and a point two hundred forty (240) feet north of McDermott Road on school days between 7:45 a.m. and 8:45 a.m. and between 3:30 p.m. and 4:30 p.m. (F)

#### Coldwater Creek Lane:

(1) Between a point seventy-five (75) feet west of Wheatfield Drive and a point one hundred seventy-five (175) feet east of Ruthridge Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Country Place Drive:

- Between a point one hundred (100) feet north of Papeete Drive and a point one hundred fifty (150) feet north of Faringdon Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)
- (2) Between Lake Shore Lane and a point two hundred (200) feet south of Tree House Lane on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Cross Bend Road:

- Between a point three hundred fifty (350) feet west of Roundrock Trail and a point one hundred (100) feet east of Timberlake Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)
- (2) Between a point two hundred fifty (250) feet east of Wilshire Drive and a point four hundred twenty-five (425) feet west of Wilshire Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

- (3) Between a point three hundred fifty (350) feet east of Mission Ridge Road and a point three hundred fifty (350) feet west of Mission Ridge Road on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)
- (4) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point three hundred (300) feet east of Rainier Road on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

Crystal Creek Drive:

 Between Robinson Road and a point seventy-five (75) feet east of Ambiance Way on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 3:45 p.m. (F)

# Cumberland Trail:

(1) Between a point one hundred fifty (150) feet east of Wilderness Trail and a point two hundred fifty (250) feet west of Blue Ridge Trail on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Custer Road:

 Between a point one hundred seventy-five (175) feet south of Westridge Drive and a point one hundred twenty-five (125) feet north of Glencliff Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

# Decator Drive:

(1) Between a point two hundred twenty-five (225) feet south of Longfellow Drive and a point two hundred (200) feet south of Tulane Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Denham Way:

 Between Preston Meadow Drive and a point one hundred (100) feet east of Pentridge Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

#### Edgefield Drive:

Between a point one hundred twenty-five (125) feet south of 15th Street and a point one hundred twenty-five (125) feet south of Janwood Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Elsinore Drive:

(1) Between Floyd Drive and a point eight hundred seventy-five (875) feet west of Floyd Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 3:45 p.m. (F)

# Emerson Drive:

(1) Between Preston Meadow Drive and Virginia Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

Enchanted Ridge Drive:

(1) Between McDermott Road and Mason Drive on school days between 7:45 a.m. and 8:45 a.m. and between 3:30 p.m. and 4:30 p.m. (F)

# Floyd Drive:

 Between Oakland Hills Drive and a point fifty (50) feet north of Buck Hill Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 3:45 p.m. (F)

Fountain Head Drive:

(1) Between a point three hundred fifty (350) feet west of Roundrock Trail and a point two hundred fifty (250) feet east of Silverstone Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

Georgetown Drive:

 Between Prescott Drive and a point one hundred (100) feet west of Gibsland Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

#### Gifford Drive:

- (1) Between a point two hundred fifty (250) feet south of McDermott Drive and a point two hundred (200) feet north of Stonehaven Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)
- (2) Between Russell Creek Drive and Kalgan Circle on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

# Gillespie Drive:

(1) Between a point seventy-five (75) feet north of National Drive and a point eight hundred twenty-five (825) feet south of National Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 3:45 p.m. (F)

# Glen Oaks Drive:

(1) Between Park Meadow Lane and a point one hundred seventy-five (175) feet north of Park Meadow Lane on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Glencliff Drive:

 Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

# Grandview Drive:

 Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

# Greenfield Drive:

 Between Red River Drive and a point fifty (50) feet west of Randall Way on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

# Harrington Drive:

 Between a point one hundred seventy-five (175) feet east of Country Place Drive and a point one hundred (100) feet west of Ravenglass Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Hedgcoxe Road:

 Between Stonehill Drive and a point one hundred twenty-five (125) feet east of Lynchburg Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Highedge Drive:

(1) Between Bluffton Drive and 15th Street on school days between 7:00 a.m. and 9:15 a.m. and between 2:30 p.m. and 4:55 p.m. (P)

#### Independence Parkway:

 Between a point one hundred seventy-five (175) feet north of Parkhaven Drive and a point one hundred fifty (150) feet south of Parkhaven Drive on school days between 7:00 a.m. and 8:35 a.m. and between 2:30 p.m. and 4:30 p.m. (P)

- (2) Between Benchmark Drive and a point four hundred fifty (450) feet south of Benchmark Drive on school days between 7:35 a.m. and 8:35 a.m. and between 3:30 p.m. and 4:30 p.m. (P)
- (3) Between a point one hundred (100) feet north of Maumelle Drive and a point one hundred fifty (150) feet south of San Simeon Way on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)
- (4) Between a point five hundred fifty (550) feet north of Russell Creek Drive and a point three hundred (300) feet south of Russell Creek Drive on school days between 7:35 a.m. and 8:35 a.m. and between 3:30 p.m. and 4:30 p.m. (P)

#### Jackson Drive:

(1) Between Jomar Drive and Robin Road on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Janet Way:

 Between Rigsbee Drive and a point one hundred seventy-five (175) feet west of Janet Court on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P) (See also 17th Street)

#### Janwood Drive:

(1) Between Ridgefield Drive and a point one hundred twenty-five (125) feet west of Edgefield Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Jeremes Landing:

 Between Matterhorn Drive and a point one hundred fifty (150) feet south of Big Horn Trail on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Jomar Drive:

(1) Between a point two hundred seventy-five (275) feet west of Colchester Drive and a point one hundred (100) feet east of Jackson Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Jupiter Road:

(1) Between a point four hundred (400) feet south of Royal Oaks Drive and a point two hundred seventy-five (275) feet south of Park Boulevard on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

# Kelsey Drive:

 Between Wilson Drive and a point two hundred fifty (250) feet west of Wilson Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

# Laurel Lane:

 Between Jupiter Road and a point one hundred seventy-five (175) feet west of P Avenue on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

# Legacy Drive:

- (1) Between a point three hundred fifty (350) feet east of Quarry Chase Trail and a point three hundred fifty (350) feet west of Quarry Chase Trail on school days between 7:35 a.m. and 8:35 a.m. and between 3:30 p.m. and 4:30 p.m. (P)
- (2) Between a point two hundred fifty (250) feet east of Preston Meadow Drive and a point three hundred (300) feet west of Archgate Drive on school days between 7:00 a.m. and 9:15 a.m. and between 2:30 p.m. and 4:55 p.m. (P)

#### Linda Lane:

(1) Between Dartmouth Drive and a point three hundred fifty (350) feet south of Bonniebrook Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Linden Drive:

 Between Edgefield Drive and a point seventy-five (75) feet west of Kirnwood Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Longfellow Drive:

(1) Between a point one hundred seventy-five (175) feet east of Decator Drive and a point four hundred fifty (450) feet west of Decator Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Lorimar Drive:

(1) Between a point one hundred twenty-five (125) feet west of Bramley Way and a point two hundred (200) feet west of Preston Meadow Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Los Rios Boulevard:

(1) For northbound traffic, between a point three hundred seventy-five (375) feet south of Dottie Drive/Camino Drive and a point one hundred fifty (150) feet north of Dottie Drive/Camino Drive and for southbound traffic, between a point two hundred twenty-five (225) feet south of Merriman Drive and a point one hundred twenty-five (125) feet south of Dottie Drive/Camino Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Los Robles Drive:

 Between Park Boulevard and a point one hundred fifty (150) feet south of Park Boulevard on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P) (See also San Gabriel Drive)

#### Marcedonia Drive:

(1) Between a point one hundred (100) feet east of Marchman Way and a point seventy-five (75) feet west of Roaring Ridge Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Marchman Way:

(1) Between Marcedonia Drive and Lantz Circle on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Marsalis Lane:

 Between Cloverhaven Way and a point one hundred (100) feet east of Norwood Lane on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Matterhorn Drive:

(1) Between Mission Ridge Road and Interlaken Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Maumelle Drive:

- (1) Between Pheasant Run Road and a point four hundred fifty (450) feet west of Old Orchard Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)
- Between a point four hundred fifty (450) feet west of Old Orchard Drive and a point four hundred fifty (450) feet east of Independence Parkway on school days between 7:35 a.m. and 8:35 a.m. and between 3:30 p.m. and 4:30 p.m. (P)

# McDermott Road:

- Between a point five hundred fifty (550) feet east of Rockledge Lane and a point two hundred seventy-five (275) feet west of Rockledge Lane on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 3:45 p.m. (F)
- (2) Between a point two hundred (200) feet east of Enchanted Ridge Drive and a point two hundred twenty (220) feet west of Coit Road on school days between 7:45 a.m. and 8:45 a.m. and between 3:30 p.m. and 4:30 p.m. (F)

# Micarta Drive:

(1) Between a point three hundred (300) feet east of Avalon Drive and a point four hundred fifty (450) feet west of Quarry Chase Trail on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Midway Road:

(1) Between a point three hundred (300) feet north of Plano Parkway and a point one hundred fifty (150) feet north of Timber Cove Lane on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Mill Valley Drive:

(1) Between Clear Springs Drive and 15th Street on school days between 7:00 a.m. and 9:15 a.m. and between 2:30 p.m. and 4:55 p.m. (P)

#### Mission Ridge Road:

- (1) Between a point one hundred fifty (150) feet south of Bender Trail and a point one hundred fifty (150) feet south of Big Horn Trail on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)
- (2) Between a point one hundred seventy-five (175) feet south of North Echo Trail and a point one hundred seventy-five (175) feet north of Cross Bend Road on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Mollimar Drive:

(1) Between a point two hundred seventy-five (275) feet west of Independence Parkway and a point two hundred eighty-five (285) feet south of Regal Road on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Montana Trail:

(1) Between a point one hundred fifty (150) feet east of Blue Ridge Trail and a point one hundred seventy-five (175) feet west of Santa Fe Trail on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Mosswood Drive:

(1) Between Cloverhaven Way and a point one hundred (100) feet east of Norwood Lane on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Mullins Drive:

 Between Prescott Drive and a point two hundred fifty (250) feet east of Prescott Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P) (See Red River Drive)

# N Avenue:

(1) Between a point one hundred seventy-five (175) feet north of 19th Street and a point two hundred (200) feet south of 18th Street on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### National Drive:

 Between Gillespie Drive and a point seven hundred ten (710) feet west of Gillespie Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 3:45 p.m. (F)

#### North Star Road:

 Between a point one thousand five hundred (1,500) feet south of Plano Parkway and the south City limit of the City of Plano on school days when the flashing beacon on the school zone speed limit sign assembly is in operation.
 (P)

#### Oakland Hills Drive:

Between a point two hundred fifty (250) feet east of Floyd Drive and a point fifty (50) feet east of Daly Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 3:45 p.m. (F)

# Ohio Drive:

 Between a point two hundred twenty-five (225) feet north of Ringgold Lane and a point two hundred (200) feet south of Ringgold Lane on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

- (2) Between a point two hundred seventy-five (275) feet north of Quincy Lane and a point two hundred fifty (250) feet south of Quincy Lane on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)
- (3) Between a point three hundred seventy-five (375) feet north of Wildbriar Drive and a point three hundred (300) feet south of Wildbriar Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 3:45 p.m. (F)

#### Old Orchard Drive:

(1) Between Old Orchard Court and a point two hundred (200) feet north of Maumelle Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

#### Oxbow Creek Lane:

(1) Between Coldwater Creek Lane and a point one hundred seventy-five (175) feet south of Pondview Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# P Avenue:

- (1) Between a point one hundred seventy-five (175) feet south of 17th Street and a point four hundred twenty-five (425) feet north of 18th Street on school days between 8:15 a.m. and 9:15 a.m. and between 4:10 p.m. and 4:55 p.m. (P)
- (2) Between a point two hundred twenty-five (225) feet south of Parker Road and a point one hundred twenty-five (125) feet north of Abbey Road on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Park Boulevard:

- (1) Between a point one hundred (100) feet west of Concho Drive and a point seventy-five (75) feet east of Stave Oak Lane on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)
- (2) Between a point one hundred seventy-five (175) feet east of Jupiter Road and a point one hundred seventy-five (175) feet west of R Avenue on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

#### Park Meadow Lane:

(1) Between Glen Oaks Drive and a point two hundred seventy-five (275) feet east of Glen Oaks Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Parker Road:

- (1) Between a point five hundred and forty (540) feet west of Clark Parkway to a point three hundred (300) feet east of Oak Arbor Drive on school days between 7:00 a.m. and 8:45 a.m. and between 3:15 p.m. and 4:15 p.m. (P)
- (2) For eastbound traffic, between a point fifty (50) feet west of Tarkio Road and a point three hundred ten (310) feet west of Raton Lane and for westbound traffic, a point seven hundred sixty (760) feet east of P Avenue and a point fifty (50) feet west of Tarkio Road on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)
- (3) Between a point two hundred twenty-five (225) feet west of Roundrock Trail and a point two hundred twenty-five (225) feet east of Roundrock Trail on school days between 7:35 a.m. and 8:35 a.m. and between 3:30 p.m. and 4:30 p.m. (P)

# Parkhaven Drive:

- (1) Between a point two hundred fifty (250) feet west of Independence Parkway and a point sixty (60) feet east of Winterplace Circle on school days between 7:35 a.m. and 8:35 a.m. and between 3:30 p.m. and 4:30 p.m. (P)
- (2) Between Mission Ridge Road and a point one hundred twenty-five (125) feet east of Khyber Pass on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Plano Parkway:

Between a point two hundred fifty (250) feet west of Campbell Road and a point four hundred twenty-five (425) feet west of Winding Hollow Lane on school days between 8:15 a.m. and 9:15 a.m. and between 4:10 p.m. and 4:55 p.m. (P)

#### Pleasant Valley Drive:

(1) Between a point two hundred seventy-five (275) feet south of Fountain Head Drive and a point two hundred fifty (250) feet north of Fountain Head Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Prescott Drive:

(1) Between Mullins Drive/Red River Drive and a point one hundred (100) feet north of Cayman Circle on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

# Preston Meadow Drive:

- (1) Between a point two hundred seventy-five (275) feet south of Legacy Drive and a point one thousand three hundred ten (1,310) feet south of Denham Way on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)
- (2) Between a point two hundred twenty-five (225) feet north of Lorimar Drive and a point two hundred (200) feet south of Bentley Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

Quarry Chase Trail:

 Between Micarta Drive and a point one hundred fifty (150) feet north of Trophy Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Quincy Lane:

(1) Between a point one hundred twenty-five (125) feet east of Reunion Drive and a point one hundred twenty-five (125) feet west of Family Farm on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### R Avenue:

 Between Park Boulevard and a point one hundred seventy-five (175) feet north of Laurel Lane on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

#### Rainier Road:

(1) Between a point two hundred (200) feet north of Cross Bend Road and a point one hundred fifty (150) feet south of Pioneer Lane on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Red River Drive:

 Between Prescott Drive and a point one hundred fifty (150) feet south of Arena Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P) (See Mullins Drive)

#### Regal Road:

(1) Between Mollimar Drive and Independence Parkway on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Ridgeview Drive:

(1) For eastbound traffic, between a point fifty (50) feet east of Ross Station Drive/Gillespie Drive and a point two hundred (200) feet west of Paradise Valley Drive and for westbound traffic, between a point fifty (50) feet east of Paradise Valley Drive and a point one hundred fifty (150) feet east of Ross Station Drive/Gillespie Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 3:45 p.m. (F)

# Rigsbee Drive:

Between a point one hundred twenty-five (125) feet north of Price Drive and a point one hundred twenty-five (125) feet south of Rockbrook Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Robin Road:

(1) Between a point one hundred (100) feet east of Jackson Drive and a point five hundred twenty-five (525) feet east of Woodburn Corners on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Robinson Road:

(1) Between a point one hundred seventy-five (175) feet north of Cape Charles Drive and a point one hundred twenty-five (125) feet south of Crystal Creek Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 3:45 p.m. (F)

#### Rockledge Lane:

(1) Between a point one hundred (100) feet north of Waskom Drive and a point one hundred fifty (150) feet south of Caledonia Creek Lane on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 3:45 p.m. (F)

#### Roundrock Trail:

- Between a point one hundred fifty (150) feet south of Cross Bend Road and a point one hundred seventy-five (175) feet north of Fountain Head Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)
- (2) Between a point three hundred (300) feet north of Mountview Place and a point three hundred twenty-five (325) feet south of Mountview Place on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

# Russell Creek Drive:

 Between Gifford Drive and a point one hundred fifty (150) feet east of Pipestone Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

# San Gabriel Drive:

Between Park Boulevard and a point fifty (50) feet south of Merriman Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P) (See also Los Robles Drive)

# Santa Fe Trail:

 Between Montana Trail and a point two hundred (200) feet north of Apple Valley Road on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Scenic Drive:

(1) Between a point one hundred twenty-five (125) feet west of Cornerstone Drive and a point two hundred (200) feet west of High Meadows Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Shinnery Oak Drive:

 Between San Gabriel Drive and a point seventy-five (75) feet south of Pagoda Oak Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Silverstone Drive:

 Between a point one hundred seventy-five (175) feet north of Fountain Head Drive and a point two hundred (200) feet south of Cross Bend Road on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Silverwood Lane:

(1) Between a point seventy-five (75) feet north of Regent Drive and a point three hundred twenty-five (325) feet south of Newkirk Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Slater Trail:

(1) Between Bass Drive and Hedgcoxe Road on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Spring Creek Parkway:

- (1) For eastbound traffic, between a point four hundred (400) feet west of Eagle Pass and a point one hundred (100) feet east of Eagle Pass and for westbound traffic, between a point three hundred seventy-five (375) feet east of Eagle Pass and a point two hundred fifty (250) feet west of Eagle Pass on school days between 8:15 a.m. and 9:15 a.m. and between 4:10 p.m. and 4:55 p.m. (P)
- (2) For eastbound traffic, between a point three hundred (300) feet west of Preston Meadow Drive and a point two hundred twenty-five (225) feet east of Preston Meadow Drive and for westbound traffic, between a point four hundred (400) feet east of Preston Meadow Drive and a point two hundred (200) feet west of Preston Meadow Drive on school days between 7:35 a.m. and 8:35 a.m. and between 3:30 p.m. and 4:30 p.m. (P)

#### Tulane Drive:

(1) Between a point three hundred seventy-five (375) feet east of Decator Drive and a point four hundred (400) feet west of Decator Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# USA Drive:

(1) Between Red River Drive and Crested Butte Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

#### Ventura Drive:

Between a point three hundred fifty (350) feet north of Highland Drive and a point four hundred twenty-five (425) feet southwest of Coventry Lane on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Village Creek Drive:

Between Plano Parkway and a point one thousand four hundred twenty-five (1,425) feet southwest of Plano Parkway on school days between 7:00 a.m. and 8:00 a.m. and between 3:00 p.m. and 3:45 p.m. (Private)

#### Waskom Drive:

(1) Between Rockledge Lane and a point two hundred (200) feet east of Serenity Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:45 p.m. and 3:45 p.m. (F)

# Wildcat Way:

(1) Between Parkhaven Drive and a point seven hundred and forty (740) feet south of Parkhaven Drive on school days between 7:35 a.m. and 8:35 a.m. and between 3:30 p.m. and 4:30 p.m. (P)

# Westwood Drive:

(1) Between Aldridge Drive and a point two hundred twenty-five (225) feet south of Janwood Drive on school days between 7:35 a.m. and 8:35 a.m. and between 3:30 p.m. and 4:30 p.m. (P)

# Whiffletree Drive:

Between a point one hundred twenty-five (125) feet east of Canoncita Lane and a point one hundred fifty (150) feet east of Mission Ridge Road on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

# Willow Bend Drive:

(1) Between a point three hundred (300) feet south of Yeary Road and a point two hundred (200) feet north of Yeary Road on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

#### Wilson Drive:

 Between Glencliff Drive and a point one hundred fifty (150) feet south of Grandview Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)

#### Winding Hollow Lane:

 Between a point two hundred (200) feet north of Channel Isle Drive and a point two hundred (200) feet south of Channel Isle Drive on school days between 7:00 a.m. and 8:00 a.m. and between 2:30 p.m. and 3:30 p.m. (P)

#### Yeary Road:

(1) Between a point one hundred seventy-five (175) feet west of Clark Parkway and a point two hundred twenty-five (225) feet east of Oakmeadow Drive on school days between 7:00 a.m. and 8:45 a.m. and between 2:30 p.m. and 4:15 p.m. (P)"

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

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

<u>Section IV.</u> 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.

<u>Section V.</u> 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.

<u>Section VI.</u> This Ordinance shall become effective from and after its passage and publication as required by law and after all necessary signs and pavement markings have been installed.

**PASSED AND APPROVED** on the 23<sup>rd</sup> day of June, 2025.

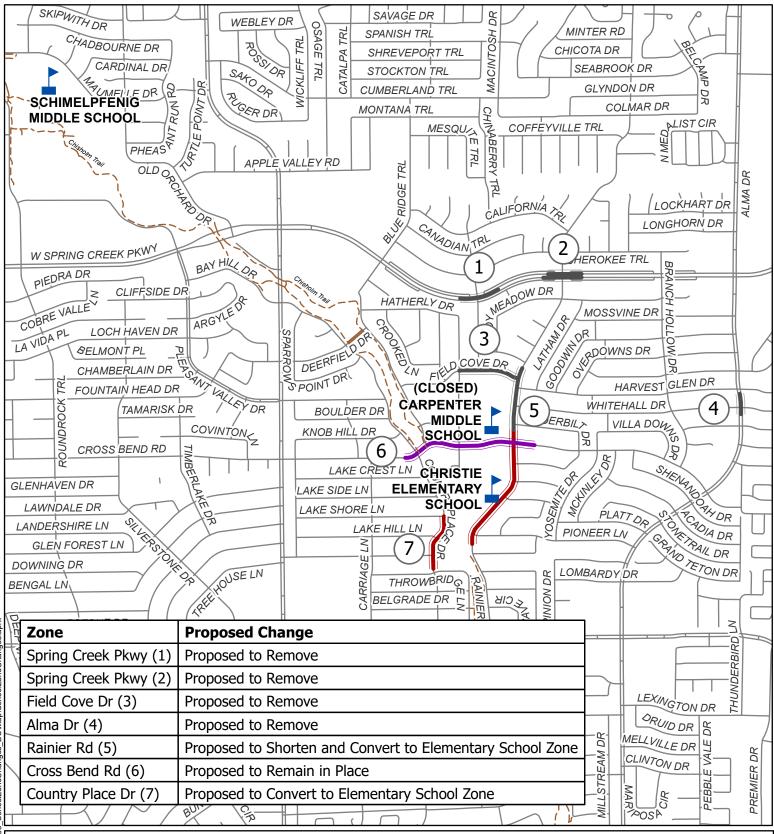
John B. Muns, MAYOR

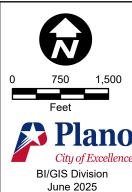
ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

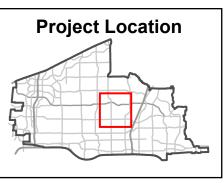
Paige Mims, CITY ATTORNEY

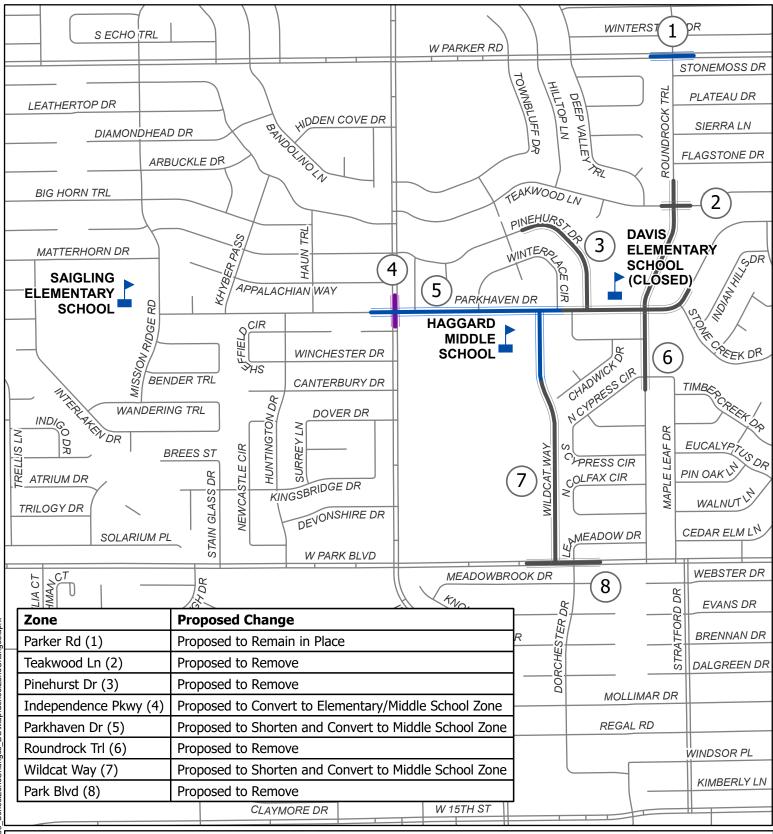






- Elementary School
- Elementary/Middle Schools
- Middle School
- School Zone to be Removed
- -- Trails Page 128



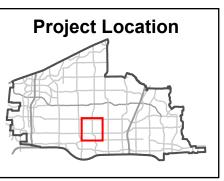


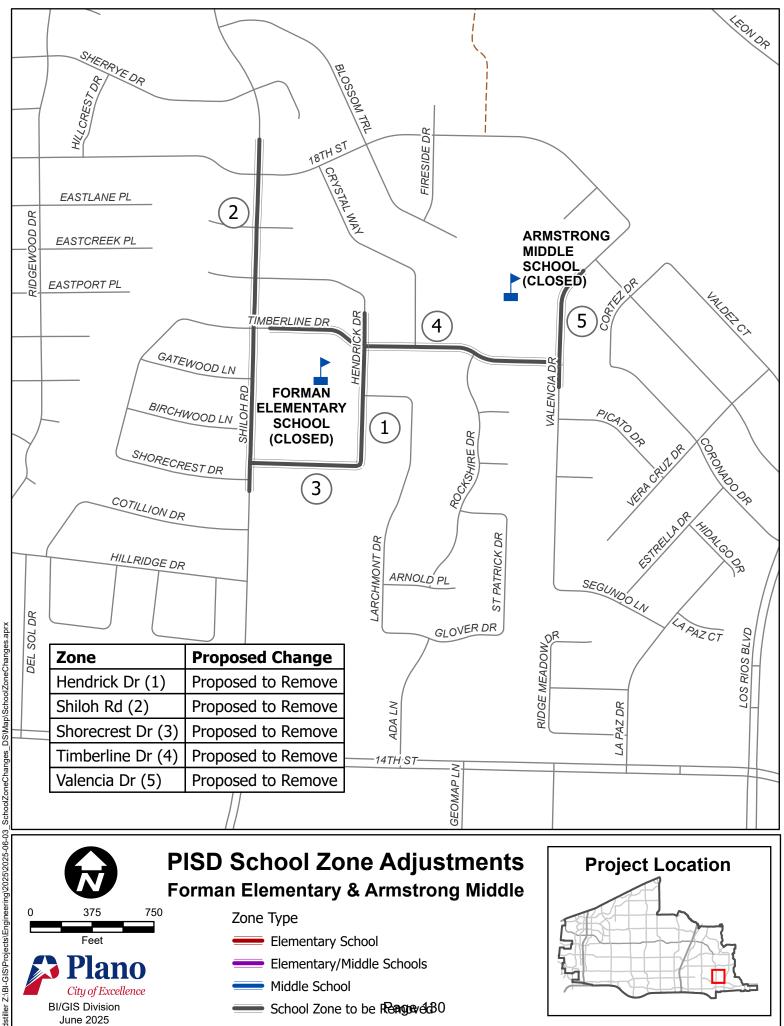
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PISD School Zone Adjustments Davis Elementary, Saigling Elementary & Haggard Middle School Elementary School

- Elementary/Middle Schools
- Middle School
- School Zone to be Rangevaa?





Elementary School

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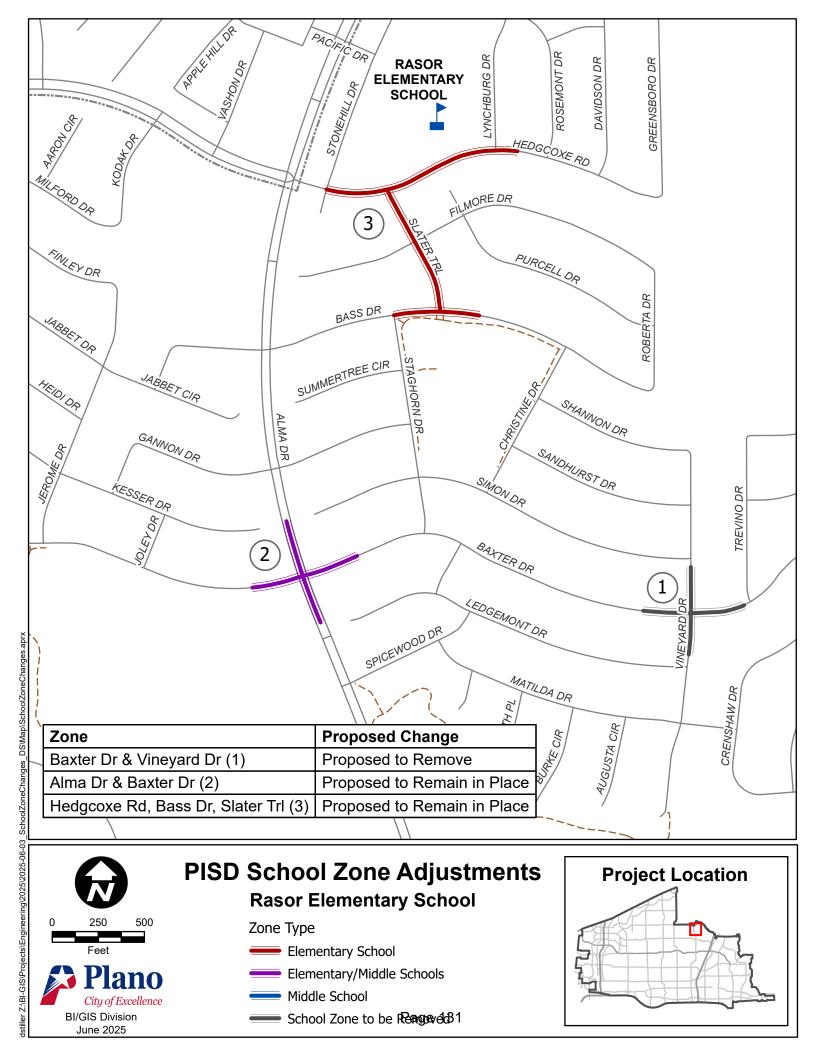
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City of Excellence **BI/GIS** Division

- Elementary/Middle Schools
- Middle School
- School Zone to be Reagered 80







# **CITY COUNCIL AGENDA MEMO**

MEETING DATE:	6/23/2025
DEPARTMENT:	Engineering-Transportation
DIRECTOR:	B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM:	Establishes no parking zones along Blackwood Drive
<b>RECOMMENDED ACTION</b>	: Adoption of Ordinances

#### ITEM SUMMARY

To amend Section 12-101, Prohibited on certain streets at all times, 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 Blackwood 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. 2025-6-21** 

#### BACKGROUND

Blackwood Drive is a twenty-six (26) foot wide entrance street to Preston View subdivision.

It was brought to the Transportation Engineering Division staff's attention that there are no parking signs posted on both sides of the street between Lorimar Drive and Bear Run Drive without an ordinance.

The Preston View Homeowners Association Board voted in favor of retaining the existing parking restriction on Blackwood Drive to ensure safe ingress and egress for their residents and their guests.

The Transportation Engineering Division recommends an amendment to the code of ordinances to codify the existing parking restriction on Blackwood Drive.

#### FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no immediate financial impact; however, some revenue may be collected as fines resulting from violation of this ordinance. The exact change in revenue is indeterminable and will have minimal impact on the General Fund budget.

Approval of this item supports the City's Strategic Plan Critical Success Factors of Safe, Vibrant Neighborhoods and Multi-Modal Transportation and Mobility Solutions.

#### ATTACHMENTS:

Description	Upload Date	Туре
Ordinance	6/11/2025	Ordinance
Мар	6/11/2025	Мар

An Ordinance of the City of Plano, Texas amending Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to establish no parking zones along Blackwood 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,** Blackwood Drive is a twenty-six (26) foot wide entrance street to Preston View subdivision; and

WHEREAS, it was brought to the Transportation Engineering Division of the City of Plano ("Transportation Engineering Division") staff's attention that there are NO PARKING signs posted on both sides of the street between Lorimar Drive and Bear Run Drive without an Ordinance; and

**WHEREAS,** the Preston View Homeowners Association Board voted in favor of retaining the existing parking restriction on Blackwood Drive to ensure safe ingress and egress for their residents and their guests; and

**WHEREAS,** the Transportation Engineering Division recommends an amendment to the Code of Ordinances to codify the existing parking restriction on Blackwood 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 Blackwood Drive, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

**Section II.** Section 12-101, Prohibited on certain streets at all times, 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 subsection:

# "Blackwood Drive:

(1) Along both sides of Blackwood Drive from its intersection with Lorimar Drive to its intersection with Bear Run Drive."

<u>Section III.</u> 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.

<u>Section V.</u> 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 23<sup>rd</sup> day of June, 2025.

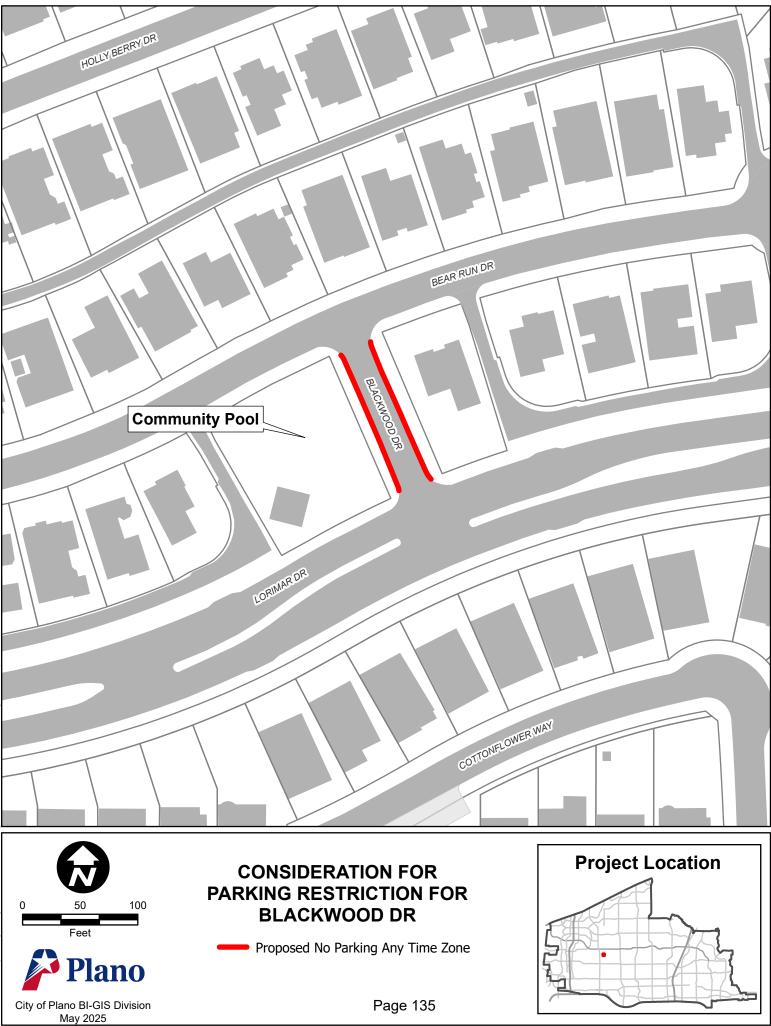
John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY





# **CITY COUNCIL AGENDA MEMO**

MEETING DATE:	6/23/2025	
DEPARTMENT:	Special Projects	
DIRECTOR:	Peter Braster, Director of Special Projects	
AGENDA ITEM:	Purchase of Armstrong Middle School	
<b>RECOMMENDED ACTION:</b> Items for Individual Consideration		

# ITEM SUMMARY

To approve an expenditure in an amount up to \$8,150,000 for the purchase of real property located at 3805 Timberline Drive from Plano Independent School District; and authorizing the City Manager to execute all necessary documents. **Approved** 

# PREVIOUS ACTION/PRESENTATION

The Plano City Council approved an Interlocal Agreement with Plano Independent School District (Plano ISD) regarding the proposed sale of surplus real property at its October 28, 2024 meeting and approved expenditures to acquire the former Davis and Forman Elementary School campuses at its May 27, 2025 meeting.

#### BACKGROUND

In May 2024, the Plano ISD School Board approved a resolution outlining the process by which the district would address any real property which was declared surplus. At its September 17, 2024 work session, Plano ISD's Board of Trustees declared Armstrong Middle School, Davis Elementary School, and Forman Elementary School to be surplus property.

Subsequently, the Plano ISD's Board approved the interlocal agreement with the City of Plano for the three properties at its October 22, 2024 meeting that provided the framework to work cooperatively towards the transfer of the three surplus properties to the city.

After negotiations between Plano ISD and city staff, a purchase price of \$8,150,000 for the 17.85 acres Armstrong Middle School property has been agreed at the staff level based on third party appraisals obtained by both entities.

The city intends to pursue the redevelopment of the Armstrong Middle School property after a community

engagement process is conducted to receive neighborhood input and direction later this year. The property is currently zoned Single-Family Residence-7 (SF-7) and classified as Neighborhoods (N) on the Future Land Use Map of the Plano Comprehensive Plan.

A 2.66-acre portion at the southeast corner of the school property which fronts Valencia Drive is subject to a deed restriction requiring the property be used as a school. Plano ISD and the city intend to pursue the removal of that deed restriction now that the school has closed and the former school building is planned for demolition. Should the deed restriction removal effort be unsuccessful, the Plano ISD and the City intend to negotiate a reduced price for the remaining 15.19 acres of the Armstrong Middle School property not subject to a deed restriction.

If the City elects not to purchase the Armstrong Middle School property, Plano ISD will list the property on the open market. Staff recommends approval of this item.

#### FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the Economic Development Fund. Purchase of the property at 3805 Timberline Drive has a total price of up to \$8,150,000.

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

#### ATTACHMENTS:

Description	
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Upload Date Type 5/23/2025 Map

