



CITY COUNCIL

1520 K Avenue, Plano TX 75074

DATE: June 8, 2026

TIME: 7:00 PM

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

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

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

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

CALL TO ORDER

INVOCATION: Pastor Chris Fluitt - Redemption Church

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE

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

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

PROCLAMATIONS AND SPECIAL RECOGNITIONS

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

Presented

CONSENT AGENDA

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

Approval of Minutes

- (a) May 26, 2026

Approved

Approval of Expenditures

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

- (b) RFB No. 2026-0193-AC for a two (2) year contract with four (4) automatic one-year renewals for Pond Maintenance-Group A to Lake Management Services, LLC in the estimated annual amount of \$86,250; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2026-0349-B for Median Renovation - 15th Street, Project No. PKR-P-00103, for the Parks and Recreation Department to Central North Construction, LLC in the amount of \$371,999; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (d) To approve an extension of the existing computer equipment lease for three (3) months in the estimated amount of \$219,690 and a new 48-month lease for the next iteration of citywide computer equipment including deployment services in the estimated amount of \$5,595,520 from Dell Marketing, L.P. for a total estimated amount of \$5,815,210 through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-CPO-5792) **Approved**

Approval of Expenditure

- (e) To approve an expenditure in the amount of \$2,550,000 for the purchase of real property located at 1410 14th Street and 1412 14th Street and described as Lots 2, 3, 4A, and 4B Block C Oglesby Place Addition from Do-Mo Joint Venture; and authorizing the City Manager to execute all necessary documents. **Approved**

- (f) To approve an expenditure for engineering professional services for Wastewater System Odor Control Evaluation, Project No. PW-WW-00029, in the amount of \$162,910 from Hazen and Sawyer, P.C. for the Public Works Department; and authorizing the City Manager to execute all necessary documents. **Approved**

Adoption of Resolutions

- (g) To approve a contract with TXU Energy Retail Company L.L.C., a Texas limited liability company; authorizing its execution by the City Manager or his designee; authorizing the Director of Finance or her designee to evaluate and execute a Transaction Confirmation for Power at an acceptable rate not to exceed \$0.0685 per kilowatt hour for a 36-month term or not to exceed \$0.071 per kilowatt hour for a 60-month term beginning January 1, 2027; and providing an effective date. **Adopted Resolution No. 2026-6-1(R)**

Adoption of Ordinances

- (h) To authorize inclusion of prior service, as a law enforcement officer for lateral hires with certification and experience comparable to Plano police officers and for reinstated Plano police officers, in calculation of length of service for determining the pay rate for civil service members of the Plano Police Department; and providing a repealer clause, a severability clause, and an effective date. **Adopted Ordinance No. 2026-6-2**

ITEMS FOR INDIVIDUAL CONSIDERATION:

Public Hearing Items:

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

Non-Public Hearing Items:

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

- (1) Public Hearing and consideration of an Ordinance to designate a geographic area within the corporate limits of the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Six, City of Plano, Texas; describing the boundaries of the zone; creating a board of directors for the zone and appointing members of the board; establishing a Tax Increment Fund (TIRZ No. 6 Fund) for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; providing that the zone take effect immediately upon passage of the ordinance; providing a severability clause; and providing an effective date. **Conducted and adopted Ordinance No. 2026-6-3**
- (2) Consideration to approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Centennial Waterfall Willow Bend, LLC, a Delaware limited liability company; providing an economic development grant to the Company; and authorizing the City Manager, or his authorized designee, to execute all necessary documents. **Approved**
- (3) Consideration to approve a non-binding Letter of Intent between the City of Plano, Texas, and Dallas Sports & Entertainment LP, a Delaware limited partnership; and authorizing the City Manager, or his authorized designee, to execute such Letter of Intent. **Approved**
- (4) Consideration to approve a Resolution designating and providing for the planning, acquisition, establishment, development, construction, and renovation of a sports and community venue project under Chapter 334 of the Texas Local Government Code and designating methods of financing for the project, subject to voter approval at an election called for such purpose. **Adopted Resolution No. 2026-6-4(R)**
- (5) Consideration to approve RFB No. 2026-0159-B Vehicle Detection System Upgrade (Citywide), Project No. TP-S-00013, for the Engineering Department to Albatross Construction LLC in the amount of \$8,500,000; 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>.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026

DEPARTMENT: City Secretary

DIRECTOR: Lisa Henderson, City Secretary

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

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AGENDA ITEM: AVAILABLE.

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

RECOMMENDED ACTION: [Location Link](#)



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026
DEPARTMENT: Proclamations
DIRECTOR: Andrew Fortune, Director of Policy & Government Relations
AGENDA ITEM: Juneteenth Day Proclamation
RECOMMENDED ACTION: Proclamations and Special Recognition

ITEM SUMMARY

Proclamation: June 19 is Juneteenth Day in Plano commemorating the end of slavery in the United States.
Presented



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Approval of Minutes
RECOMMENDED ACTION: Approval of Minutes

ITEM SUMMARY

May 26, 2026

Approved

ATTACHMENTS:

Description	Upload Date	Type
Preliminary Open Meeting Minutes	6/1/2026	Minutes
Exhibit A	6/1/2026	Exhibit
Regular Meeting Minutes	6/2/2026	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
May 26, 2026**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
LaShon Ross, Deputy City Manager
Doug McDonald, Deputy City Manager
Jeff Moberly, Assistant City Manager
Curtis Howard, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor Muns called the meeting to order at 5:00 p.m., Tuesday, May 26, 2026, in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue, Plano, Texas. 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; 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 5:12 p.m.

Mayor Muns reconvened the meeting back into the Preliminary Open Meeting at 6:08 p.m.

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

Personnel

a) Appointment of Mayor Pro Tem and Deputy Mayor Pro Tem

Mayor Muns appointed Rick Horne as Mayor Pro Tem and Vidal Quintanilla Jr. as Deputy Mayor Pro Tem.

• **Council appointments to various boards, commissions, committees, and organizations**
Mayor Muns made appointments as noted in attached Exhibit "A".

• **Appointment of the city's representative(s) for the Texas Municipal League & National League of Cities Boards and Committees**

Upon a motion made by Deputy Mayor Pro Tem Horne and seconded by Councilmember Downs, the Council voted 8-0 to appoint Bob Kehr as the city representative.

- **Comprehensive Monthly Financial Report - March 2026**
- **Departmental Overview - Volunteers in Plano**
- **Consent and Regular Agendas**
A citizen requested Consent Items “D” and “G” be pulled for individual consideration.
- **Council items for discussion/action on future agendas**
Mayor Muns stated due to the July hiatus, comments of public interest for June will be heard at the June 22, 2026 meeting.

With no further discussion, the Preliminary Open Meeting adjourned at 6:43 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

CITY COUNCIL APPOINTMENTS TO VARIOUS COMMITTEES AND ORGANIZATIONS

Airport Master Plan Planning Advisory Committee – Mayor Pro Tem Horne

Collin County Mayors Committee – Mayor Muns

Council Legislative Committee – Mayor Muns, Mayor Pro Tem Horne, and Deputy Mayor Pro Tem Quintanilla

Dallas Regional Mobility Coalition – Mayor Muns

Designation of Official North Central Texas Council of Governments Voting Representative – Mayor Muns

Metroplex Mayors Committee – Mayor Muns, Mayor Pro Tem Horne (Alternate)

North Texas Commission – Mayor Muns

Plano Health Facilities Development Corporation – Mayor Pro Tem Horne, Councilmember Downs, and Councilmember Thomas

Regional Transportation Council – NCTCOG – Mayor Muns and Deputy Mayor Pro Tem Quintanilla (Alternate)

Emergency Preparedness Planning Council (EPPC) – NCTCOG – Deputy Mayor Pro Tem Quintanilla and Councilmember Lavine (Alternate)

CITY COUNCIL COMMITTEES

Board and Commission Review Committee – Mayor Pro Tem Horne, Councilmember Downs, and Councilmember Lavine

Community Finance – Deputy Mayor Pro Tem Quintanilla and Councilmember Kehr

Joint PISD/Council Committee – Councilmember Downs and Councilmember Thomas

ADHOC/ROUNDTABLES/TASK FORCES/SUB-COMMITTEES

Multicultural Outreach Roundtable – Deputy Mayor Pro Tem Quintanilla and Councilmember Thomas

Rewrite Advisory Committee – Mayor Pro Tem Horne and Councilmember Tu

COUNCIL LIAISONS TO BOARDS AND COMMISSIONS

Animal Shelter Advisory Committee – Councilmember Downs and Councilmember Lavine

Board of Adjustment – Mayor Pro Tem Horne and Councilmember Kehr

Building Standards Commission – Councilmember Tu and Councilmember Kehr

Civil Service Commission – City Manager Mark D. Israelson

Collin County Appraisal District Board – Deputy Mayor Pro Tem Quintanilla and Councilmember Tu

Community Relations Commission – Deputy Mayor Pro Tem Quintanilla and Councilmember Downs

Cultural Arts Commission – Councilmember Downs and Councilmember Lavine

DART Board of Directors Appointees – M. Nathan Barbera and Anthony Ricciardelli

Heritage Commission – Councilmember Tu and Councilmember Thomas

Library Advisory Board – Deputy Mayor Pro Tem Quintanilla and Councilmember Thomas

North Texas Municipal Water District Board – Ron Kelley and Phil Dyer

Parks and Recreation Planning Board – Councilmember Kehr and Councilmember Thomas

Planning and Zoning Commission – Mayor Pro Tem Horne and Councilmember Downs

Plano Housing Authority – Councilmember Kehr and Councilmember Lavine

Retirement Security Plan Committee – City Manager Mark D. Israelson

Senior Advisory Board – Councilmember Lavine and Councilmember Thomas

Tax Increment Financing Reinvestment Zone No. 2 and No. 3 Boards – Deputy Mayor Pro Tem Quintanilla and Councilmember Downs

Tax Increment Financing Reinvestment Zone No. 4 Board – Councilmember Tu and Councilmember Lavine

Tax Increment Financing Reinvestment Zone No. 5 Board – Councilmember Kehr and Councilmember Thomas

**PLANO CITY COUNCIL
REGULAR MINUTES
May 26, 2026**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
LaShon Ross, Deputy City Manager
Doug McDonald, Deputy City Manager
Jeff Moberly, Assistant City Manager
Curtis Howard, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor Muns convened the Council into the Regular Session on Tuesday, May 26, 2026, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

NextGen Pastor Lauren Van Hoy with Legacy Church led the invocation and Scout Troop 380 led the Pledge of Allegiance and Texas Pledge.

Consent Agenda

MOTION: Upon a motion made by Councilmember Kehr and seconded by Mayor Pro Tem Horne, the Council voted 8-0 to approve all items on the Consent Agenda, except Consent Items “D” and “G”; as follows:

Approval of Minutes

May 11, 2026
(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. 2026-0252-B Arterial Concrete Repair Park Boulevard - Preston Road to Independence Parkway, Project No. PW-S-00028, for the Public Works Department to ICOS Management, LLC in the amount of \$3,193,250; and authorizing the City Manager to execute all necessary documents (Consent Agenda Item “B”)

Purchase from an Existing Contract

To approve the purchase of police vests for the Police Department in the estimated amount of \$1,000,000 from MES Service Company, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 010424-MES) (Consent Agenda Item “C”)

Approval of Change Order

To approve an increase to the current awarded contract amount of \$3,347,634 by \$711,337 for a total contract amount of \$4,058,971 for Pecan Hollow Golf Course Erosion Control for Holes 6 and 7, Project No. ENG-D-7419.1, from Cardinal Strategies Construction Services, LLC for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2025-0366-B; Change Order No. 1) (Consent Agenda Item “E”)

Approval of Expenditure

To ratify an expenditure in the amount of \$180,796 for Emergency Repair at Shiloh Pump Station from Ruts Construction LLC for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

To approve an expenditure for engineering professional services for Russell Creek at Watters Creek Golf Course Water & Sewer Improvements, Project No. ENG-SS-00010, in the amount of \$331,500 from Kimley-Horn and Associates, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Adoption of Resolutions

Resolution No. 2026-5-4(R): To amend Resolution No. 2016-9-17(R) designating the City of Plano as a HIPAA Hybrid Entity in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), to remove the appointment term and reference to Section 121.023 of the Texas Health and Safety Code and to update the City Departments designated as health care components of the City’s hybrid entity; and providing an effective date. (Consent Agenda Item “I”)

Resolution No. 2026-5-5(R): To approve the Investment Portfolio Summary for the quarter ended March 31, 2026; and providing an effective date. (Consent Agenda Item “J”)

End of Consent

To approve the renewal of the Pecan Hollow Golf Course and Pro Shop Management Services Agreement for four (4) years with an option for one four (4) year automatic renewal from Plano Golf Course, Inc. dba Pecan Hollow Golf for the Parks & Recreation Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2022-0458-AC, Modification No. 1) (Consent Agenda Item “D”)

Bill Lisle spoke to lack of bid process for the agreement.

MOTION: Upon a motion made by Mayor Pro Tem Horne and seconded by Councilmember Tu, the Council voted 8-0 to approve the renewal of the Pecan Hollow Golf Course and Pro Shop Management Services Agreement for four (4) years with an option for one four (4) year automatic renewal from Plano Golf Course, Inc. dba Pecan Hollow Golf for the Parks & Recreation Department; and authorizing the City Manager to execute all necessary documents.

To approve an expenditure for the emergency repair of Fire Ladder Truck 5 in the amount of \$280,000 from Siddons-Martin for Fleet Services; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

Bill Lisle spoke to the urgency of the repair and insurance reimbursement.

MOTION: Upon a motion made by Councilmember Tu and seconded by Councilmember Kehr, the Council voted 8-0 to approve an expenditure for the emergency repair of Fire Ladder Truck 5 in the amount of \$280,000 from Siddons-Martin for Fleet Services; and authorizing the City Manager to execute all necessary documents.

Consideration to approve RFQ No. 2026-0152-B Construction Manager-At-Risk for the City of Plano Public Safety Campus for Special Projects to Swinerton Builders in the amount of \$140,000,000; and authorizing the City Manager to execute all necessary documents. (Regular Item “1”)

MOTION: Upon a motion made by Councilmember Tu and seconded by Mayor Pro Tem Horne, the Council voted 8-0 to approve RFQ No. 2026-0152-B Construction Manager-At-Risk for the City of Plano Public Safety Campus for Special Projects to Swinerton Builders in the amount of \$140,000,000; and authorizing the City Manager to execute all necessary documents.

Ordinance No. 2026-5-6: To amend Section 8-3, City Ambulance Service, of Article I, In General, of Chapter 8, Fire Prevention and Protection, of the Code of Ordinances of the City of Plano to establish user fees for certain City Ambulance Services; and providing a repealer clause, a severability clause, a savings clause, and an effective date. (Regular Item “2”)

MOTION: Upon a motion made by Councilmember Tu and seconded by Deputy Mayor Pro Tem Quintanilla, the Council voted 8-0 to amend Section 8-3, City Ambulance Service, of Article I, In General, of Chapter 8, Fire Prevention and Protection, of the Code of Ordinances of the City of Plano to establish user fees for certain City Ambulance Services; and providing a repealer clause, a severability clause, a savings clause, and an effective date; and further to adopt Ordinance No. 2026-5-6.

Public Hearing and adoption of Ordinance No. 2026-5-7 as requested in Zoning Case 2026-003 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 1.4 acres of land located at the southeast corner of Legacy Drive and Parkwood Boulevard in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-73-Commercial Employment and establishing modified development standards for a plaza with a sculptural structure incorporating stealth commercial antennas; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioner: TRQ Plano, LLC (Regular Item “3”)

Director of Planning Day stated the Council would need to include findings if approved. Mayor Muns opened the public hearing. Bill Dahlstrom with Jackson Walker and Michael Alost with KDC representing the applicant spoke to the project. Jeffrey Greeson suggested improvements to the project. Bill Lisle spoke in opposition of the project. Mayor Muns closed the public hearing.

MOTION: Upon a motion made by Councilmember Kehr and seconded by Mayor Pro Tem Horne, the Council voted 8-0 to rezone 1.4 acres of land located at the southeast corner of Legacy Drive and Parkwood Boulevard in the City of Plano, Collin County, Texas, from Commercial Employment to Planned Development-73-Commercial Employment and establishing modified development standards for a plaza with a sculptural structure incorporating stealth commercial antennas; directing a change accordingly in the official zoning map of the City; directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2026-003; including findings; and further to adopt Ordinance No. 2026-5-7.

Mayor Muns called a recess at 8:15 p.m. and reconvened at 8:16 p.m.

Public Hearing and adoption of Ordinance No. 2026-5-8 as requested in Zoning Case 2025-017 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Heritage Landmark Designation No. H-1 on 3.8 acres of land located on the southeast corner of 15th Street and Pitman Drive in the City of Plano, Collin County, Texas, to modify development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. (Regular Item “4”)

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

MOTION: Upon a motion made by Councilmember Downs and seconded by Mayor Pro Tem Horne, the Council voted 8-0 to amend Heritage Landmark Designation No. H-1 on 3.8 acres of land located on the southeast corner of 15th Street and Pitman Drive in the City of Plano, Collin County, Texas, to modify development standards; directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2025-017; and further to adopt Ordinance No. 2026-5-8.

With no further discussion, the Regular City Council Meeting adjourned at 8:19 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026
DEPARTMENT: Parks
DIRECTOR: Ron Smith, Director of Parks and Recreation
AGENDA ITEM: Award of bid for Pond Maintenance-Group A
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFB No. 2026-0193-AC for a two (2) year contract with four (4) automatic one-year renewals for Pond Maintenance-Group A to Lake Management Services, LLC in the estimated annual amount of \$86,250; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

This contract constitutes preventative pond maintenance and trash removal in eight (8) ponds at different park locations within the City of Plano.

Per the information obtained in IonWave, 810 vendors were notified of the bid, and 34 vendors viewed the bid. The City received 2 bids and 6 no bids. Bid amounts ranged from \$86,250 to \$94,971 per year. Lake Management Services, LLC is the lowest responsive, responsible bidder with a bid of \$86,250. This amount is within the \$100,000 annual budgeted amount for this contract. After reviewing the vendor submittals and consulting with work history references, Lake Management Services, LLC appears capable of meeting all the requirements of the subject bid.

It is the recommendation of the Parks and Recreation Department to award bid 2026-0193-AC Pond Maintenance-Group A, to Lake Management Services, LLC in the annual amount of \$86,250.

This contract will be utilized to provide proactive pond management to control algae and invasive aquatic weeds and remove trash in eight (8) park ponds throughout Plano. Keeping City ponds in balance through a proactive approach is the most economical, sustainable, and environmentally sound method to ensure healthy aquatic ecosystems and provide the aesthetically pleasing spaces that the citizens of Plano have come to expect. If this pond maintenance contract is not approved, the department would fall short of meeting these expectations.

FINANCIAL SUMMARY/STRATEGIC GOALS

This request is to approve a two (2) year contract with four (4) automatic one-year renewals for Pond Maintenance from Lake Management Services, LLC in the total estimated amount of \$517,500. Funding for this item is available in the Natural Resources Budget in the estimated annual amount of \$21,563 for FY 2025-26; \$86,250 for FY 2026-27 through FY 2030-31; and \$64,687 for FY 2031-32. 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
5/26/2026

Type
Bid Recap

CITY OF PLANO
Bid No. 2026-0193-AC
RFB for Pond Maintenance-Group A
Bid Recap

Bid opening Date/Time: April 23, 2026 @ 2:00 PM

Number of Vendors Notified: 810

Vendors Submitting “No Bids”: 6

Number of Vendors Non-Responsive: 0

Number of Bids Submitted: 2

Lake Management Services, LLC	\$86,250.00
PondMedics Incorporated	\$94,970.80

Recommended Vendor(s):

Lake Management Services, LLC	\$86,250.00
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CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026
DEPARTMENT: Parks
DIRECTOR: Ron Smith, Director of Parks and Recreation
AGENDA ITEM: Award bid in the amount \$371,999 for Median Renovation - 15th Street, Project No. PKR-P-00103
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFB No. 2026-0349-B for Median Renovation - 15th Street, Project No. PKR-P-00103, for the Parks and Recreation Department to Central North Construction, LLC in the amount of \$371,999; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Median Renovation - 15th Street project includes the planting of trees in medians and the installation of an irrigation system from Custer Road to Mill Valley Drive and Independence Parkway to Coit Road on 15th Street. The current irrigation system is non-operational, and salvageable equipment has been retained and is being reused. All tree removals are due to poor health of trees due to previous weather events, disease, insect damage, poor nursery stock, or trees that have outgrown their growing space.

The Parks and Recreation Department opened bids on May 5, 2026, for Median Renovation - 15th Street, Project No. PKR-P-00103. Nine complete bids were received for the project as shown in the attached bid recap. The lowest responsive and responsible bid was submitted by Central North Construction, LLC in the amount of \$371,999.

Kimley-Horn and Associates, Inc., operating as the project design consultant, reviewed the lowest responsive and responsible bid and evaluated their listed references. Based on their assessment and recommendation letter, the Parks and Recreation Department accepts and recommends the project award to the lowest responsive and responsible bidder, Central North Construction LLC, and their bid submission in the amount of \$371,999.

The project has several benefits. Planting trees will increase the tree canopy coverage in Plano as outlined in Plano’s Urban Forestry Master Plan. The planting of the trees near roadways helps reduce the urban heat island effect, reduces road noise, captures CO2 and particulate matter, reduces storm water run-off, and improves aesthetics and safety on 15th Street.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2025-26 Capital Maintenance Fund and is planned for future years as well. Approval of the contract for the Median Renovation - 15th Street project in the total amount of \$371,999 will leave a current year balance of \$23,244 for future expenditures.

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

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	5/26/2026	Bid Recap
Location Map	5/20/2026	Map

CITY OF PLANO

RFB CIP

Bid No. 2026-0349-B

Median Renovation - 15th Street

Project No. PKR-P-00103

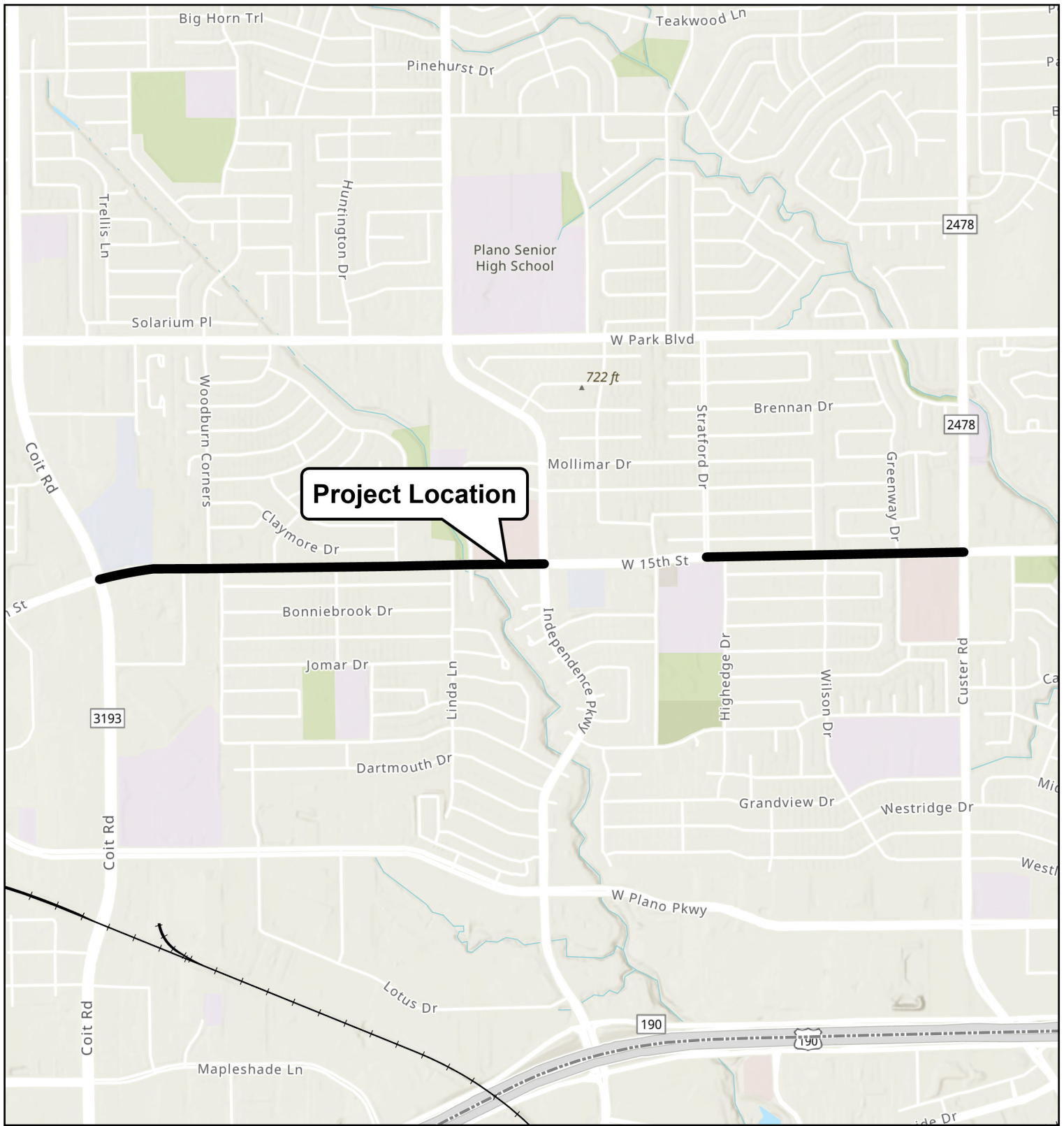
Bid Recap

<u>Bid Opening Date/Time:</u>	Tuesday, May 5, 2026 @ 2:00 PM
<u>Number of Vendors Notified:</u>	2837
<u>Vendors Submitting "No Bids":</u>	12
<u>Number of Non-Responsive Bids Submitted:</u>	1
<u>Number of Responsive Bids Submitted:</u>	9

<u>Vendor:</u>	<u>Total Bid</u>
Central North Construction	\$371,999.15
SRH Landscapes, LLC	\$412,078.20
Ratliff Hardscape, Ltd	\$418,511.88
Premier Texas	\$418,875.00
American Landscape Systems, Inc.	\$419,436.10
North Rock Construction & Associates, LLC	\$470,511.56
Sundrop Gardens Landscaping, LLC	\$484,756.00
Cole Construction, Inc.	\$505,000.00
AquaGreen Global, LLC	\$545,903.00

Recommended Vendor:

Central North Construction	\$371,999.15
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0 500 1,000
Feet



City of Plano Park Planning Division
May 2026

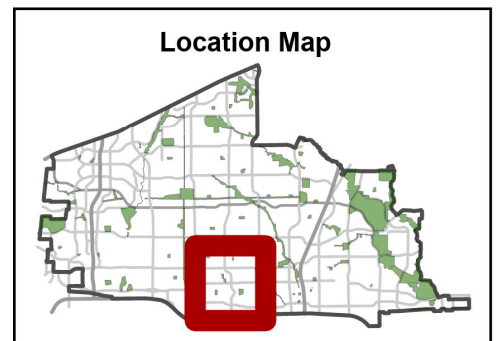
Location Map

Median Renovation - 15th Street

Project #: PKR-P-00103

CIP #: 353041

Page 23





CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026
DEPARTMENT: Technology Solutions
DIRECTOR: Roger Wright, Chief Information Officer
AGENDA ITEM: Extend the current lease and establish a new lease for citywide computer equipment and deployment
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve an extension of the existing computer equipment lease for three (3) months in the estimated amount of \$219,690 and a new 48-month lease for the next iteration of citywide computer equipment including deployment services in the estimated amount of \$5,595,520 from Dell Marketing, L.P. for a total estimated amount of \$5,815,210 through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-CPO-5792) **Approved**

PREVIOUS ACTION/PRESENTATION

On April 22, 2019, City Council approved the lease of citywide computer equipment from Dell Financial Services, L.L.C. in the estimated amount of \$3,095,079 and related services from Dell Marketing, L.P. in the estimated amount of \$156,093 through Texas Department of Information Resources Contract No. DIR-TSO-3763. The Master Lease Agreement established an initial 36-month term with options to renew for two additional lease terms.

On March 15, 2022, City Council approved an extension of the existing computer equipment lease month-to-month for up to six months in an amount not to exceed \$85,979 per month and a new 36-month lease of citywide computer equipment in the estimated total amount of \$3,115,661, the purchase of peripheral equipment from the current lease and data-wiping services for computers being returned from the current lease, through Texas Department of Information Resources Contract No. DIR-TSO-3763.

On March 28, 2022, City Council approved the purchase of Dell peripheral equipment in the estimated amount of \$206,810 from Dell Marketing, L.P. through Texas Department of Information Resources Contract No. DIR-TSO-3763. This purchase supported the City's approach of purchasing monitors, docking stations, keyboards, and mice as those items are expected to outlast the associated leased computers.

On July 28, 2025, City Council approved an extension of the existing computer equipment lease for six months in the amount of \$439,381 and an additional month-to-month extension for up to six months in an amount not to exceed \$73,230 per month for a total expenditure not to exceed \$878,761 to support the City's transition to a four-year equipment lifecycle through Dell Financial Services, L.L.C. via Texas Department of Information Resources Contract No. DIR-TSO-3763.

BACKGROUND

The City historically maintained a 36-month computer replacement lifecycle supported through corresponding lease terms. In July 2025, City Council approved extending the lease for the City's existing

computer fleet beyond its original 36-month term to support the transition to a four-year lifecycle. That action applied only to the current computer inventory and effectively allowed the existing computers to remain in service for approximately 48 months.

The current request includes two separate actions. First, Technology Solutions requests a three-month extension of the existing lease to allow sufficient time to complete deployment of replacement computers and return existing equipment to Dell in a controlled manner. Second, Technology Solutions requests approval of a new 48-month lease for replacement citywide computer equipment. The proposed 48-month lease is for new equipment and does not extend or duplicate the lease for the current fleet.

Technology Solutions plans to begin deploying the new computers in August 2026, with completion expected by October 2026. The temporary extension will allow staff and deployment resources time to image, stage, deploy, validate, and return equipment without compressing the work into an impractical 30-day window or requiring extensive after-hours or weekend deployment efforts. As existing assets are returned during the project, the monthly extension cost will decrease to reflect the reduced number of leased devices remaining in service.

The new 48-month lease will provide standardized, supported citywide computer equipment, preserve a predictable replacement cadence, and spread costs over the lease term instead of requiring a large upfront purchase. This request does not include monitors, docking stations, keyboards, or mice, which generally outlast the computers and are more cost-effective to purchase than lease.

If the three-month extension is not approved, the City would need to accelerate deployment and returns into a substantially shorter timeframe, increasing both deployment risk and potential project costs. If the new 48-month lease is not approved, the City would need to pursue a large upfront purchase or alternate procurement approach, reducing the City's ability to maintain a predictable replacement cycle.

The City is authorized to purchase from the State Contract list pursuant to Chapter 271, Subchapter D of the Texas Local Government Code, and doing so satisfies any State law requiring local governments to seek competitive bids for these items. (Texas Department of Information Resources Contract No. DIR-CPO-5792 / City of Plano Contract No. 2018-0552-1).

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the Technology Replacement Fund for a total expenditure not to exceed \$5,815,210. This request is to approve the extension of the existing computer equipment lease in the amount of \$219,690 for FY 2025-26. This request is also to approve a new 48-month lease in the amount of \$159,917 beginning in FY 2025-26, \$1,472,110 in FY 2026-27, \$1,398,880 in FY's 2027-28 and 2028-29, and \$1,165,733 in FY 2029-30. All future year expenditures will occur within Council approved appropriations.

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



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026
DEPARTMENT: Special Projects
DIRECTOR: Peter Braster, Director of Special Projects
AGENDA ITEM: Purchase of 1410 & 1412 14th Street from Do-Mo Joint Venture
RECOMMENDED ACTION: Approval of Expenditure

ITEM SUMMARY

To approve an expenditure in the amount of \$2,550,000 for the purchase of real property located at 1410 14th Street and 1412 14th Street and described as Lots 2, 3, 4A, and 4B Block C Oglesby Place Addition from Do-Mo Joint Venture; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

Two neighboring properties covering a combined area of 1.59+/- acres and containing approximately 17,545 square feet of medical office space have been listed on the open market. Their location (see attached map) immediately north of a City owned decommissioned water storage tank property on N Avenue make them ideal for assembling land for future redevelopment in Downtown Plano.

The purchase price of \$2,550,000 was negotiated with the property owner through a commercial real estate broker representing the City and is in line with the 2026 property roll valuation prepared by the Collin County Appraisal District.

During the May 13, 2026, TIRZ #2 Board of Directors meeting, the Board considered staff's recommendation to purchase the property. The Board voted unanimously to recommend approval of the property purchase.

The City is exempt from the competitive bid process for this purchase from TIRZ funds as allowed by Texas Tax Code Section 311.010(g).

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2025-26 TIF II Fund budget. Acquisition of the property at 1410 & 1412 14th Street is for proposed future redevelopment. Purchase of the land in the amount of \$2,550,000 will leave a current year balance of \$5,993,188 for future TIF II funded projects.

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

ATTACHMENTS:

Description	Upload Date	Type
Letter of Intent: 1410-1412 14th Street	5/15/2026	Letter



CITADEL PARTNERS

Real Estate Advisors

Purchaser Counter: 5/7/2026

Mr. Rob Franks
Managing Director
JLL
2401 Cedar Springs Rd. Suite 100
Dallas, TX 75201

Re: 1410–1412 14th St. Plano, TX 75074

Rob:

This letter sets forth the basic terms and conditions upon which **CITY OF PLANO**, "Purchaser", intends to purchase from **DO-MO JOINT VENTURE** and/or his assigns, collectively referred to as "Seller", the Seller's respective rights and interests in the subject property(s) identified above and any other personal property related to the operation of the property located thereon, and any other rights, benefits or intangibles owned or used by Seller in connection with the operation of the Property, collectively the "Property". It is understood by the parties hereto, that this Letter of Intent is not binding on either the Seller or Purchaser and will not create any legal rights or liabilities for or against either party.

Two commercial properties containing a collective total of approximately **17,545 SF** of rentable square feet on approximately two (2) parcels of land (**1.06 acres on 1410 14th St. and .53 Acres on 1412 14th St.**) (the "Property"), together with (i) all rights, privileges and easements appurtenant to and for the benefit of the Property, (ii) all structures, buildings, fixtures and other improvements thereon, (iii) all management, utility, service, equipment, maintenance and other contracts relating to the ownership, operation, maintenance or use of thereof which Purchaser elects to assume or take subject to, (v) Seller's interest in all leases or subleases of space demising portions of the Property (together with any related guaranties, amendments, supplements or modifications, collectively, the "Leases"), (vi) all security and other deposits made under the Leases and held by Seller, and any interest thereon, and (vii) all personal property owned by Seller (if any), and all warranties, guarantees, licenses and permits, as applicable.

PURCHASE PRICE

The Purchase Price will be \$2,550,000 all cash, at closing.

Dallas
15770 N. Dallas Parkway, Suite 950, Dallas, Texas 75248
972-980-2800

Fort Worth
329 S. Main Street, Suite 201, Fort Worth, Texas 76104
817-840-7200

CitadelPartnersUS.com

FINANCING

No financing contingency.

EARNEST MONEY

Within **three (3) business days** after receipt by Purchaser of a fully executed "Contract", Purchaser will place the sum of **Fifty Thousand Dollars (\$50,000)**, as an Earnest Money Deposit in escrow with Attn: Mr. Michael Buchanan , Fidelity National Title , "Title Company".

DUE DILIGENCE PERIOD

This offer is contingent upon receipt of a satisfactory Purchaser paid property inspection to be completed within ninety (90) days of a fully executed Purchase and Sale Agreement. The deposit shall be fully refundable to Purchaser in the event the Purchase and Sale Agreement is terminated by Purchaser at any time and for any reason prior to the end of the Due Diligence Period.

CLOSING

The Closing will be held on or before **thirty (30) days** from the expiration of the Due Diligence Period referenced above.

CONTINGENCIES

This offer is contingent upon City Council approval, which shall be achieved prior to or during the Due Diligence Period.

This offer is contingent upon receipt of a satisfactory Purchaser-paid environmental study to be completed during the Due Diligence Period. Should a Phase II report be recommended by Purchaser's environmental consultant, Purchaser shall seek Seller's approval before conducting said Phase II analysis as outlined in an executed Purchase and Sale Agreement.

TITLE INSURANCE

Shall be delivered at time of final settlement as clear and marketable. The title insurance policy shall be issued by a title company and/or agent designated by Purchaser.

CONTRACTS

During the Due Diligence Period, Seller shall provide to Purchaser all management, utility, service, equipment, maintenance and other contracts relating to the ownership, operation, maintenance or use of the property that may be assumed by Purchaser. Purchaser shall confirm in writing to Seller which of the contracts it elects to assume at Closing (if Purchaser fails to give said notice, Purchaser shall be deemed to have elected not to assume any contracts). Any contracts not so elected by Purchaser to be assumed shall be terminated by Seller as of Closing. Seller shall be responsible for all cancellation/termination fees or other costs and expenses, if any, applicable to any such contracts terminated by Seller. Seller will assist Purchaser in transferring at Closing any of the contracts not so terminated.

PROFESSIONAL SERVICES FEES

Seller shall be responsible for payment of the commission, which shall be Six Percent (6%) of the Purchase Price to be split 50/50 and paid to Buyer's and Seller's Brokers pursuant to the terms of a separate agreement.

It is understood that this Letter of Intent is non-binding upon Seller or Purchaser, and neither party shall have any liability until a Purchase and Sale Agreement relating to the Property and contemplated transaction has been fully executed by both Purchaser and Seller.

Should the foregoing correctly set forth the understanding between Purchaser and Seller, please execute on or before seven days after receipt, returning a fully executed copy to the undersigned, located at 15770 North Dallas Parkway, Suite 800, Dallas, Texas 75248.

In the event this Letter of Intent is not executed and delivered to all parties by the above-mentioned date, neither Purchaser nor Seller shall have no obligation one to the other whatsoever, and this Letter of Intent shall become null and void.

Very truly yours,
Citadel Partners, LLC.



Mac D. Morse, SIOR
Partner

MM/pb

PURCHASER

By: Matthew Yager
Name: Matthew Yager
Title: City of Plano Real Estate Manager
Date: 5/7/2026

SELLER

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

Leo L. Fitzgerald MD
Leo L. Fitzgerald MD

Richard Eller, MD

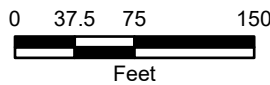
Richard Eller, MD

John S. Brien

Jim [Signature]




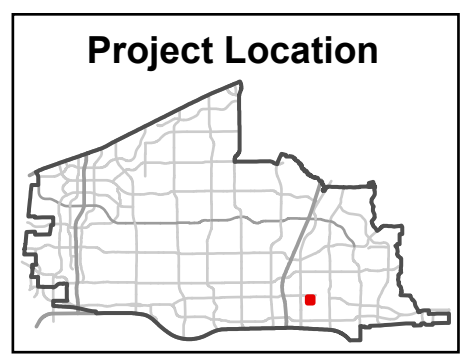
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City of Plano BI-GIS Division
April 2026

Proposed Acquisition 1410 and 1412 14th Street

-  Subject Property
-  City Property





CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026

DEPARTMENT: Public Works-CIP Construction

DIRECTOR: Abby Owens, Director of Public Works

AGENDA ITEM: Award an expenditure in the amount of \$162,910 for engineering professional services for Wastewater System Odor Control Evaluation, Project No. PW-WW-00029

RECOMMENDED ACTION: Approval of Expenditure

ITEM SUMMARY

To approve an expenditure for engineering professional services for Wastewater System Odor Control Evaluation, Project No. PW-WW-00029, in the amount of \$162,910 from Hazen and Sawyer, P.C. for the Public Works Department; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

As part of operating and maintaining the City's wastewater system, Public Works catalogs and responds to foul odor complaints from the public. When a foul odor complaint is determined to be coming from the wastewater system, staff respond with standard maintenance practices such as adding passive air filters to sewer vents and sealing manhole lids. Over time, Public Works has identified three common areas of odor complaints in the City's wastewater system and is proposing to conduct an odor study to identify any discernable causes and potential active solutions to these odors. Typically, wastewater odor is caused by the development of hydrogen sulfide (H₂S) concentrations in wastewater pipes and manholes. This gas has an irritating sulfur-like odor, is corrosive to the City's infrastructure, and poses a potential safety hazard for Public Works staff when entering wastewater manholes.

Public Works staff propose to retain Hazen and Sawyer, P.C. in the amount of \$162,910 to conduct a wastewater system odor study. Hazen and Sawyer was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2023-0525-XR. The City's wastewater system works in close operation with the North Texas Municipal Water District (NTMWD) wastewater system. NTMWD has previously retained Hazen and Sawyer, P.C. to conduct similar work in their system, which will allow the consultant opportunity for synergy, familiarity, and the ability to coordinate well between organizations.

The scope of this study includes establishing target areas, conducting field sampling, data analysis, identification of solutions, and a technical memorandum. Causes for odor may include chemical composition of wastewater effluent, wastewater age, turbulence in the flow, and/or undersized infrastructure. Solutions may include mechanical improvements (piping), chemical dosing, and/or specialized vent equipment.

If this project is not awarded, the areas of the City with wastewater odors will not be thoroughly studied for new solutions. City staff will continue investigating odor complaints and making field adjustments to reduce the amount of wastewater odor leaving the system and affecting residents.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2025-26 Sewer CIP and is planned for future years as well. Award of the contract to conduct a wastewater system odor study in the total amount of \$162,910 will leave a balance of \$37,090 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: 6/8/2026
DEPARTMENT: Gov Relations
DIRECTOR: Andrew Fortune, Director of Policy & Government Relations
AGENDA ITEM: Resolution to grant authority to contract for Retail Electricity Provider
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To approve a contract with TXU Energy Retail Company L.L.C., a Texas limited liability company; authorizing its execution by the City Manager or his designee; authorizing the Director of Finance or her designee to evaluate and execute a Transaction Confirmation for Power at an acceptable rate not to exceed \$0.0685 per kilowatt hour for a 36-month term or not to exceed \$0.071 per kilowatt hour for a 60-month term beginning January 1, 2027; and providing an effective date. **Adopted Resolution No. 2026-6-1(R)**

BACKGROUND

In Oncor's service area, the City of Plano contracts with a Retail Electric Provider (REP) for the billing of electricity for the City's accounts. The contract with the REP has a clear termination date, which allows the City the opportunity to request offers among qualified REPs for the best price per kilowatt hour (kWh).

Although municipalities are exempt from traditional bidding for expenditures on electricity, a request for offers was sent to three REPs: TXU Energy, Reliant Energy, and Gexa Energy. Representatives from all three companies provided presentations to the City's Evaluation Team addressing billing and invoicing processes, online access to the City's metering information, the process to add and delete meters, reporting expectations, and customer service availability to City staff. After the presentations and interviews, City staff investigated the online services provided by companies for ease of use, accessibility, billing practices, and reporting. Company references were also contacted to learn more about their experience and satisfaction with their REP.

After reviewing proposals and presentations of the REPs, TXU Energy was selected as the finalist for the upcoming contract beginning January 1, 2027. After approval by City Council, the contract will be executed by the City Manager or his designee, and authorizing the Director of Finance or her designee to evaluate and execute a Transaction Confirmation for Power at an acceptable rate not to exceed \$0.0685 per kilowatt hour for a 36-month term or not to exceed \$0.071 per kilowatt hour for a 60-month term beginning January 1, 2027. The City's electric bills with TXU Energy will include additional charges. Under the City's current contract with Reliant, electric bills included a fixed bundled rate along with taxes and fees. The new contract with TXU Electric will include the acceptable rate, taxes and fees, as well as pass-through charges from Oncor and ERCOT. Once the agreement is executed by the Finance Director, the cost is expected to increase from the current contract.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Approval of this Resolution will support the City's Strategic Plan Critical Success Factor of Excellent,

Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/2/2026	Resolution

A Resolution of the City of Plano, Texas, approving a contract with TXU Energy Retail Company L.L.C., a Texas limited liability company; authorizing its execution by the City Manager or his designee; authorizing the Director of Finance or her designee to evaluate and execute a Transaction Confirmation for Power at an acceptable rate not to exceed \$0.0685 per kilowatt hour for a 36-month term or not to exceed \$0.071 per kilowatt hour for a 60-month term beginning January 1, 2027; and providing an effective date.

WHEREAS, the City of Plano's ("City") current agreement for the supply of electricity expires December 31, 2026, making it necessary for the City to enter into a new contract for the supply of electricity to City facilities beginning January 1, 2027; and

WHEREAS, pursuant to Texas Local Government Code Section 252.022(a)(15), expenditures for electricity are exempt from competitive bidding requirements, however to obtain the best value the City solicited proposals from multiple Retail Electric Providers (REP) for the term beginning January 1, 2027 and TXU Energy Retail Company L.L.C ("TXU") submitted the proposal with the best value for the City; and

WHEREAS, commodity prices for electricity would likely be more favorable if locked-in at current rates than at rates available when the contract begins, i.e., January 1, 2027; and

WHEREAS, given daily fluctuations in commodity prices for electricity, TXU allows customers to execute a Transaction Confirmation for Power immediately upon the receipt of a favorable offer to lock-in the rate for the term of the contract; and

WHEREAS, City Council finds that it is in the best interest of the City to enter into a contract with TXU and lock-in a commodity price for electricity at current rates for the term beginning January 1, 2027.

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

Section I. The City Manager, or his designee, is hereby authorized to execute a contract with TXU and all other documents in connection therewith on behalf of the City of Plano.

Section II. The Director of Finance, or her designee, is hereby authorized to evaluate and execute a Transaction Confirmation for Power under the contract when the Director of Finance believes that a favorable rate has been offered by TXU to lock-in the commodity price for electricity for either a 36-month term not to exceed \$0.0685 per kilowatt hour or for a 60-month term not to exceed \$0.071 per kilowatt hour, to begin January 1, 2027.

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

PASSED AND APPROVED on the 8th day of June, 2026.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026
DEPARTMENT: Police
DIRECTOR: Ed Drain, Chief of Police
AGENDA ITEM: Lateral Hire and Reinstatement Pay Ordinance
RECOMMENDED ACTION: Adoption of Ordinances

ITEM SUMMARY

To authorize inclusion of prior service, as a law enforcement officer for lateral hires with certification and experience comparable to Plano police officers and for reinstated Plano police officers, in calculation of length of service for determining the pay rate for civil service members of the Plano Police Department; and providing a repealer clause, a severability clause, and an effective date. **Adopted Ordinance No. 2026-6-2**

BACKGROUND

Police departments across the United States are facing significant staffing shortages driven by shrinking applicant pools and increased turnover. Recruitment levels have declined while resignations and retirements continue to rise, leaving many agencies, including the Plano Police Department, operating below authorized staffing levels. These shortages strain existing personnel, affect service quality, and can impact response times and overall operational readiness.

To remain competitive in this challenging environment, many law-enforcement agencies across Texas and the nation have adopted lateral hiring programs that recognize prior service for compensation purposes. In the Dallas/Fort-Worth metroplex, fifteen cities have a population exceeding 100,000 residents. Every police department in those cities, except the Plano Police Department, has adopted a lateral hiring program. Without this capability, Plano is at a disadvantage when competing for qualified applicants who expect their experience to be acknowledged reflected in their compensation. As other agencies continue to modernize their hiring and pay practices, Plano risks falling behind in the competition for experienced officers.

Currently, the City of Plano Civil Service Rules and Regulations permit the Chief of Police to recognize only prior Plano Police Department service when reinstating former police officers. The proposed ordinance documents this existing practice and expands it to include qualifying service with other law enforcement agencies. It also ensures that existing Plano officers who qualify for lateral pay, based on their prior service with another law enforcement agency, will have their compensation adjusted so they receive credit for that prior service. This will ensure that both reinstated officers and qualified lateral applicants can

be placed at a compensation level that accurately reflects their total comparable experience, aligning Plano's approach with practices commonly used across Texas and the nation. The ordinance also establishes clear eligibility criteria for lateral pay. Lateral applicants must have at least two years of continuous service as a paid, full-time certified peace officer. Prior service may include out-of-state experience, subject to approval by the Chief of Police, and the applicant must not have a break in service exceeding three years before applying to the Plano Police Department.

Expanding the ability to credit prior law enforcement service for reinstated officers, existing officers, and lateral entry applicants enhances Plano's ability to attract experienced candidates who can meet operational needs more quickly. These officers often require less training, reach full duty status sooner, and help ease the workload on current staff. This improvement directly supports the City of Plano's strategic plan priority of fostering safe, vibrant neighborhoods and reinforces the department's mission to deliver exceptional police services in partnership with the community.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves an ordinance to create a lateral hiring program for sworn police officers. The estimate to bring current Plano officers to the appropriate higher step is \$79,014 in FY 2025-26 and \$272,792 in FY 2026-27. Going forward, the Police Department anticipates hiring approximately 15 experienced officers per year, which will occur within council approved appropriations.

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

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	5/29/2026	Ordinance

An Ordinance of the City of Plano, Texas, authorizing inclusion of prior service, as a law enforcement officer for lateral hires with certification and experience comparable to Plano police officers and for reinstated Plano police officers, in calculation of length of service for determining the pay rate for civil service members of the Plano Police Department; and providing a repealer clause, a severability clause, and an effective date.

WHEREAS, the City of Plano has adopted “Civil Service” as provided in Chapter 143 of the Texas Local Government Code; and

WHEREAS, the City Council has authority as the governing body, under Chapter 143 and specifically Subchapter C – Compensation, to set pay by ordinance as defined in that section for classified police positions; and

WHEREAS, the City Council adopts and approves annually the City of Plano Civil Service Compensation Plan for personnel positions within the Police Department of the City of Plano, including classification grades, job titles, number of positions, pay rate based on length of service, and additional special pay; and

WHEREAS, the City of Plano recognizes that recruiting and reinstating persons with prior certification and experience comparable to that of a Plano police officer is an asset to the City of Plano Police Department and citizens; and

WHEREAS, the City of Plano desires to better align the Police Department’s compensation with market comparators, specifically by providing for pay commensurate with a police officer’s total length of comparable service, including for lateral hires with prior certification and experience in other jurisdictions comparable to Plano officers and for reinstated Plano police officers; and

WHEREAS, the City of Plano believes that it is the best interest of the City of Plano and its citizens to authorize inclusion of prior service in law enforcement, including for lateral hires with comparable certification and experience to that of a Plano police officer and for reinstated Plano police officers, in calculation of length of service for determining the pay rate for civil service members of the Plano Police Department.

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

Section I. City Council authorizes inclusion of the following prior service in law enforcement in calculation of total length of service in determining the pay rate for sworn personnel positions within the Police Department under the City of Plano Civil Service Compensation Plan for Police in effect at the time of determination of pay rate:

A. Lateral Hire Police Officers

1. A police officer with at least 24 months of continuous service as a paid, full-time peace officer with certification and experience comparable to that of a Plano police officer, with the last day of continuous service being no more than three years from the date they most recently applied to be a City of Plano police officer, shall receive a pay rate commensurate with their grade and total length of qualifying service, up to, but not exceeding, the rate of pay specified for 60 months of length of service.
2. Certification and experience comparable to that of a Plano police officer means a person who is trained, performs duties, and has authority similar to those of a Plano police officer.
3. The Chief of Police shall make the final determination as to whether a police officer has qualifying prior service with certification and experience comparable to that of a Plano police officer for purposes of calculating total length of service in determining the pay rate for the officer. The Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.

B. Reinstatement of Plano Police Officer

1. A police officer who separates from the City of Plano Police Department in good standing and qualifies for reappointment under the City of Plano Fire Fighter and Police Officer Local Civil Service Rules and Regulations shall receive a pay rate commensurate with their grade and total length of service, including service as a Plano police officer and any qualifying prior service with certification and experience comparable to that of a Plano police officer, up to, but not exceeding, the rate of pay specified for 60 months of length of service.

Section II. The scope of this ordinance is limited to compensation and does not grant seniority within the Department for any purpose, including, but not limited to, qualifying standards, eligibility, or assignment, which are established and governed by the City and/or Police Department policies.

Section III. Any and all advancements from one service plateau to the next, within the compensation structure set out are hereby approved and adopted, and shall thereafter be permitted to occur following completion of the required service months for sworn personnel of the Plano Police Department.

Section IV. All provisions of the Ordinances of the City of Plano, codified and 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 and uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

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

Section VI. Upon passage, this Ordinance shall become effective June 8, 2026.

PASSED AND APPROVED on the 8th day of June, 2026.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026
DEPARTMENT: Special Projects
DIRECTOR: Peter Braster, Director of Special Projects
AGENDA ITEM: Public Hearing to Consider an Ordinance Establishing TIRZ Number Six
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Public Hearing and consideration of an Ordinance to designate a geographic area within the corporate limits of the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Six, City of Plano, Texas; describing the boundaries of the zone; creating a board of directors for the zone and appointing members of the board; establishing a Tax Increment Fund (TIRZ No. 6 Fund) for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; providing that the zone take effect immediately upon passage of the ordinance; providing a severability clause; and providing an effective date. **Conducted and adopted Ordinance No. 2026-6-3**

BACKGROUND

The Texas Legislature, under Section 311 of the Texas Tax Code, created tax increment financing as a tool that local governments can use to publicly finance projects that will enhance an area’s economic vitality. This is accomplished by creating a fund that sifts a portion or amount of tax increment generated from municipal property taxes attributable to the area above the base year’s amount. The yearly increment is then deposited into the tax increment fund.

The ordinance under consideration establishes the Tax Increment Financing Reinvestment Zone Number Six. The duration of the zone will be 41 years and the increment will be set at 100%.

The Project and Finance Plan attached to the ordinance is a draft. Council will vote on the final Project and Finance Plan after a Board of Directors is named, and the Board reviews the draft Project and Finance Plan and recommends approval.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no immediate financial impact. The public hearing is to consider an ordinance to establish Tax Increment Financing Reinvestment Zone Number Six (TIRZ #6) for a term of 41 years at 100% of the Captured Appraised Value in the zone, levied, and collected. The total taxable value of real property in the Zone will be confirmed by the Appraisal District and the exact amount to be deposited will be determined each year.

Approval of this item to establish TIRZ #6 supports the City’s Strategic Plan Critical Success Factors of Residential and Commercial Economic Vitality and Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
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Ordinance
Exhibit A - Property Depiction
Exhibit B - Preliminary Project and Finance Plan

6/1/2026
5/27/2026
5/30/2026

Ordinance
Exhibit
Exhibit

An Ordinance of the City of Plano, Texas, designating a geographic area within the corporate limits of the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Six, City of Plano, Texas; describing the boundaries of the zone; creating a board of directors for the zone and appointing members of the board; establishing a Tax Increment Fund (TIRZ No. 6 Fund) for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; providing that the zone take effect immediately upon passage of the ordinance; providing a severability clause; and providing an effective date.

WHEREAS, the City of Plano, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the corporate limits and/or extraterritorial jurisdiction of the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the City Council of the City (the "City Council") desires for the City to consider the creation of the tax increment reinvestment zone in the corporate limits of the City consisting of approximately 896.94 acres depicted on **Exhibit A** and identified within **Exhibit B** attached hereto (the "Property"); and

WHEREAS, pursuant to and as required by the Act, the City Council prepared a *Reinvestment Zone Number Six, City of Plano, Texas, Preliminary Project and Finance Plan* (the "Preliminary Project and Finance Plan") attached hereto as **Exhibit B** and incorporated herein for all purposes; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the Dallas Morning News, a newspaper of general circulation within the City, on May 28, 2026, which date is not later than the seventh (7th) day before the public hearing held on June 8, 2026; and

WHEREAS, on June 8, 2026, the City Council conducted a public hearing at which interested persons and property owners were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the zone; and

WHEREAS, the City has taken all actions required to create the zone including, but not limited to, all actions required by the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the zone; and

WHEREAS, the City desires to appoint initial members to the board of directors of the zone; and

WHEREAS, terms used in this Ordinance that have their initial letters capitalized shall have the meanings given to them in this Ordinance; however, terms that are **CAPITALIZED IN BOLD** shall have the meanings given to them in the Preliminary Project and Finance Plan.

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

SECTION I. FINDINGS

(a) The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

(b) The City Council finds that creating the proposed reinvestment zone and expending funds on deposit in the TIRZ NO. 6 FUND to implement the Preliminary Project and Finance Plan are necessary or convenient, promote local economic development and business and commercial activity in the City, significantly enhance the value of taxable real property in the Zone, and benefit the City generally.

(c) The City Council finds that the proposed zone meets the requirements of Section 311.005(a)(2) of the Act in that:

(i) essential public infrastructure and economic development programs are needed to attract new business and commercial activity to the proposed zone, thereby increasing the real property tax base for all taxing units within the zone, increasing sales and use tax revenues for the City and the State of Texas, and creating additional job opportunities for residents of the City and the region; and

(ii) the proposed zone, as shown on **Exhibit A**, satisfies the criteria for creation of a reinvestment zone under Section 311.005 of the Act because the area is predominantly open or undeveloped and, due to obsolete platting, deterioration of structures or site improvements, or other factors, substantially impedes the municipality's sound growth; and

(iii) these conditions substantially impede the sound growth of the City.

(d) The City Council finds that the proposed zone lies entirely within the City's corporate limits or extraterritorial jurisdiction.

(e) The City Council finds that no more than thirty percent (30%) of the property in the proposed zone, excluding publicly owned property, is used for residential

purposes, and that the total appraised value of taxable real property in the proposed zone and all existing reinvestment zones does not exceed twenty-five percent (25%) of the total appraised value of taxable real property in the City and its industrial districts.

(f) The City Council finds that the development or redevelopment of the property in the proposed zone is not reasonably likely to occur solely through private investment in the foreseeable future.

(g) The City Council finds that the Preliminary Project and Finance Plan is feasible.

(h) The City Council finds that implementation of the Preliminary Project and Finance Plan (as defined below) will alleviate the conditions described in Section 1(c) and serve a public purpose.

SECTION II. DESIGNATION AND NAME OF THE ZONE. Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the Property as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Six, City of Plano, Texas (the "Zone"). The Zone is designated pursuant to Section 311.005(a)(2) of the Act.

SECTION III. BOARD OF DIRECTORS.

3.1 The City Council hereby creates a board of directors for the Zone (the "Board") consisting of eight members. Eight members shall be appointed by the City Council to Places 1, 2, 3, 4, 5, 6, 7, and 8.

3.2 The City Council hereby appoints the following individuals to serve as the initial members of the Board for the terms indicated:

Place 1	Mayor	(term expires May 31, 2029)
Place 2	Mayor Pro Tem	(term expires May 31, 2027)
Place 3	Deputy Mayor Pro Tem	(term expires May 31, 2029)
Place 4	Council Place 1	(term expires May 31, 2027)
Place 5	Council Place 2	(term expires May 31, 2029)
Place 6	Council Place 4	(term expires May 31, 2029)
Place 7	Council Place 5	(term expires May 31, 2027)
Place 8	Council Place 7	(term expires May 31, 2027)

Upon expiration of the indicated terms or upon City Council action to reconstitute the initial Board by appointing replacement members, subsequent appointments to fill vacancies shall be for terms of two years. The member appointed to Place 1 shall serve as the chairman of the Board. The Board is authorized to elect a vice-chairman and other officers as determined by the Board.

3.3 The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval, and the findings made therein are findings made by the City Council. The Board may enter into agreements as the Board considers necessary or convenient to implement the Project and Finance Plan and reimburse **PROJECT COSTS** from the **TIRZ NO. 6 FUND** established pursuant to Section 7 of this Ordinance.

3.4 Directors shall not receive any salary or other compensation for their services as directors.

3.5 Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the **TIRZ NO. 6 FUND** for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION IV. DURATION OF THE ZONE. The Zone shall take effect immediately upon the passage and approval of this Ordinance. The Zone shall terminate on December 31, 2067 (with final year's tax due by January 31, 2068), unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the **PROJECT COSTS** have been paid in full. If upon expiration of the stated term of the Zone, **PROJECT COSTS** have not been paid, the City shall have no obligation to pay the shortfall.

SECTION V. TAX INCREMENT BASE. The tax increment base for the Zone is the total appraised value determined as of January 1, 2026 of all taxable real property located in the Zone as provided in Texas Tax Code Section 311.012(c).

SECTION VI. CAPTURED APPRAISED VALUE. The **CAPTURED APPRAISED VALUE** for purposes of calculating the annual **CITY TIRZ INCREMENT**, means the total real property value taxable (including increase tax values attributable to changes in use) by the City for a year and located in the Zone for that year less the **TAX INCREMENT BASE** of the unit.

SECTION VII. TAX INCREMENT FUND. There is hereby created and established a **TIRZ NO. 6 FUND** for the Zone. Within the **TIRZ NO. 6 FUND**, there may be maintained subaccounts as necessary and convenient to carry out the purposes of the Act. The **CITY**

TIRZ INCREMENT shall be deposited into the **TIRZ NO. 6 FUND** as of the effective date of the Zone. The **TIRZ NO. 6 FUND** and all subaccounts shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. Prior to termination of the Zone, funds shall be disbursed from the **TIRZ NO. 6 FUND** only to pay **PROJECT COSTS**.

The **TIRZ NO. 6 FUND** shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the **TIRZ NO. 6 FUND** under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, (ii) one hundred percent (100%) of the City's tax increment as defined by section 311.012(a) of the Texas Tax Code (**CITY TIRZ INCREMENT**), subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment, and (iii) one hundred percent (100%) of the City's sales tax revenue generated in the Zone (**CITY SALES TAX CONTRIBUTION**).

SECTION VIII. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

SECTION IX. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED AND APPROVED on the 8th day of June, 2026.

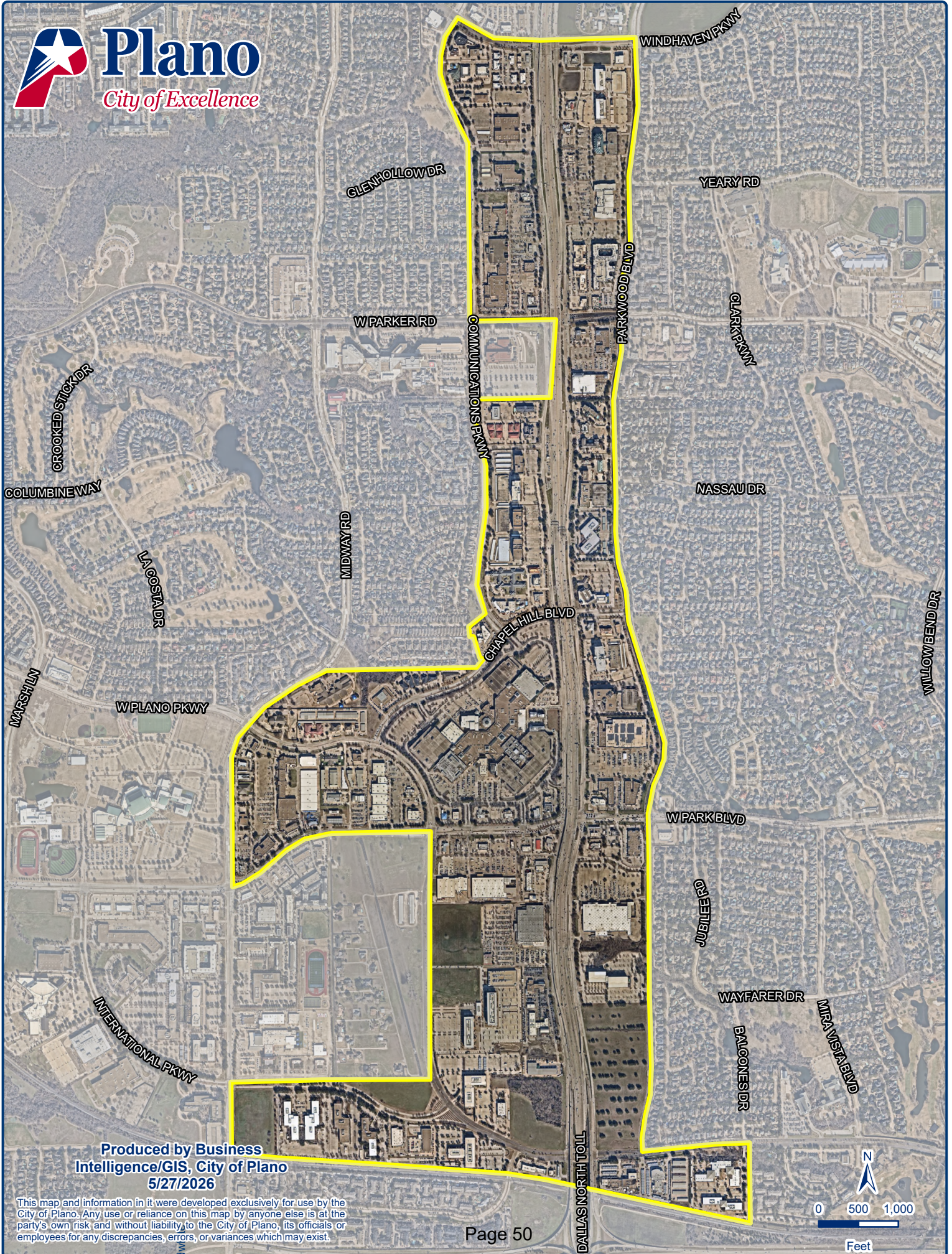
John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

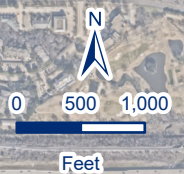
APPROVED AS TO FORM:


Paige Mims, CITY ATTORNEY



Produced by Business Intelligence/GIS, City of Plano
5/27/2026

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REINVESTMENT ZONE NUMBER SIX,
CITY OF PLANO, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN
JUNE 8, 2026

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SECTION 1: DEFINITIONS

Capitalized terms used in this Preliminary Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Preliminary Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” or an “Exhibit,” shall be a reference to a Section of this Preliminary Plan or an Exhibit attached to and made a part of this Preliminary Plan for all purposes.

“**Act**” means Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended.

“**Administrative Costs**” means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including reasonable charges for the time spent by employees of the City in connection with the implementation of the Final Plan, planning, engineering, legal services, organizational costs, publicizing costs, costs of operating the Zone and project facilities paid by or on behalf of the City that are directly related to the administration of the Zone, as well as payments made at the discretion of the City Council that it finds necessary or convenient to the creation of the Zone or to the implementation of the Final Plan for the Zone.

“**Appraisal District**” means the Collin Central Appraisal District.

“**Board**” means the Board of Directors for the Zone.

“**Captured Appraised Value**” means the new taxable value generated beyond the Tax Increment Base for each year during the term of the Zone.

“**Captured City Sales Tax Revenue**” means new sales tax revenue captured within the Property beyond the City Sales Tax Increment Base for each year during the term of the Zone.

“**City**” means the City of Plano, Texas.

“**City Council**” means the governing body of the City.

“**City Sales Tax Contribution**” means one hundred percent (100%) of the City’s share of the sales tax generated within the Zone above the City Sales Tax Increment Base, as further described in **Section 12**.

“**City Sales Tax Increment Base**” means the City sales tax revenue from within the Zone as of 2025.

“**City TIRZ Increment**” means the portion of the City’s ad valorem tax increment equal to one hundred percent (100%) of the ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, as further described in **Section 12**.

“**Creation Ordinance**” means Ordinance No. [REDACTED] adopted by the City on June 8, 2026 creating and designating the Zone.

“**Developer**” means one or more entities, who entered into one or more TIRZ Agreements, to be reimbursed for the costs to construct or for the costs to acquire Public Improvements.

“**Feasibility Study**” means the economic feasibility study as prepared at the time of this Preliminary Plan and updated when the Final Plan is approved, and focuses only on direct financial benefits, as further described in **Section 9** and shown on **Exhibit E**.

“**Final Plan**” means the future *Reinvestment Zone Number Six, City of Plano, Texas Final Project and Finance Plan*.

“**Preliminary Plan**” means this *Reinvestment Zone Number Six, City of Plano, Texas Preliminary Project and Finance Plan*, approved by the Creation Ordinance.

“**Project Costs**” means the total costs for projects in the Zone, including the cost of the Public Improvements, and Administrative Costs.

“**Property**” means 896.94 acres of land as depicted on **Exhibit A** and identified on **Exhibit H**.

“**Public Improvements**” means the proposed public improvements to be financed by the Zone, which includes public infrastructure and interest on debt, as depicted on **Exhibit G** and detailed on **Exhibit C**.

“**Tax Increment Base**” means total appraised value of taxable real property in the Zone at the time of creation of the Zone.

“**TIRZ No. 6 Fund**” means the tax increment fund created by the City and segregated from all other funds of the City.

“**TIRZ Agreement**” means any current or future agreement entered into between the City, the Board, and a Developer.

“**TIRZ Subaccount**” means any subaccount within the TIRZ No. 6 Fund created in conformance with any current or future TIRZ Agreements.

“Zone” means Reinvestment Zone Number Six, City of Plano, Texas, as depicted on **Exhibit A** and identified on **Exhibit H**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The City proposed to create a tax increment reinvestment zone to promote development or redevelopment of an area where development or redevelopment would not occur solely through private investment in the reasonably foreseeable future. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

- 1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
- 2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
- 3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
- 4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds twenty-five percent (25%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

2.3 Proposed Zone

The City Council intends to create a tax increment reinvestment zone that includes approximately 900+ acres of property. The Property within the proposed Zone is currently located within the

corporate limits of the City. The Property has been found by the City to be primarily open, or underdeveloped, and because of obsolete platting, deterioration of structures or sit improvements, or other factors, substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. The Property is primarily undeveloped, underdeveloped, and underproductive due to ongoing transitions in surrounding commercial, retail, and office uses. In addition, existing public infrastructure is limited and inadequate to support development or redevelopment of the Property. Development and redevelopment therefore require substantial public infrastructure improvements that must be constructed and will not be provided solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentives to attract development and redevelopment for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Preliminary Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring a quality development to the City.

2.4 Preliminary Plan and Hearing

Before the City Council adopts the Creation Ordinance, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with the Act and must hold a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons shall be given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property shall be given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by this Preliminary Plan, the purpose of which was to describe, in general terms, the Public Improvements that will be undertaken and financed by the Zone. A description of how such Public Improvements will be undertaken and financed shall be determined by the Final Plan, which requires approval by the Board and City Council.

2.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council shall consider the Creation Ordinance and the following findings:

- 1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, and
- 2) that the Zone is feasible, and
- 3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and

4) that the Zone meets the eligibility requirements of the Act.

Among other provisions required by the Act, the City Council shall appoint the Board.

2.6 Board Recommendations

After the creation of the Zone, the Board shall review this Preliminary Plan and recommend the Final Plan to the City Council for approval pursuant to which the City shall contribute the City TIRZ Increment and the City Sales Tax Contribution into the TIRZ No. 6 Fund, in accordance with the Final Plan. The TIRZ No. 6 Fund will be used to pay a portion of the Project Costs benefiting the Zone.

2.7 City Council Action

The City Council will take into consideration the recommendation of the Board and will consider approval of the Final Plan.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is located within the corporate limits of the City and is zoned in accordance with the City's zoning ordinance. Property is primarily undeveloped, underdeveloped, and underproductive due to ongoing transitions in surrounding commercial, retail, and office uses. In addition, existing public infrastructure is limited and inadequate to support development or redevelopment of the Property. Development and redevelopment therefore require substantial public infrastructure improvements that must be constructed and will not be provided solely through private investment in the foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property are primarily commercial, retail, office, entertainment, and urban mixed-use, as shown on **Exhibit F**.

3.3 Parcel Identification

The parcels identified on **Exhibit H** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and is subject to the City's zoning regulations. The City has exclusive jurisdiction over the subdivision and platting of the property

within the City limits as well as the design, construction, installation, and inspection of drainage, roadway, water, sewer, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons will be displaced and in need of relocation due to the creation of the Zone or due to the implementation of the Final Plan.

SECTION 6: ESTIMATED NON-PROJECT COSTS

“Non-Project Costs” are costs that will be spent to develop the Zone but will not be financed by the Zone, and will be financed by other funds. The list of Non-Project Costs is shown on **Exhibit B**, and are estimated to be approximately \$1,768,000,000.

SECTION 7: PROPOSED PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act, including improvements authorized under Texas Local Government Code Chapter 380.

7.2 Location of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit G**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 8: ESTIMATED PROJECT COSTS

8.1 Project Costs

The total Project Costs for projects in the Zone, which includes the cost of the Public Improvements and the Administrative Costs, are estimated to be approximately \$700,499,945, as shown on **Exhibit C**.

8.2 Estimated Costs of Public Improvements

The estimated cost of Public Improvements within the Zone is approximately \$700,000,000, as shown on **Exhibit C**.

8.3 Estimated Administrative Costs

The Administrative Costs are estimated to be \$10,000 annually and escalate at two percent (2%) thereafter, and shall be paid each year from the TIRZ No. 6 Fund before the costs of Public Improvements are paid.

8.4 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually beginning at the time the Zone is created and through the duration of the Zone. It is estimated the costs of the Public Improvements will be incurred between calendar years 2027 and 2031, as shown on **Exhibit D**.

SECTION 9: FEASIBILITY STUDY

For purposes of this Preliminary Plan, the Feasibility Study, as shown on **Exhibit E**, focuses on only direct financial benefits (i.e. ad valorem tax revenues and sales tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$1,377,499,464 in total new real property tax revenue, and the City will retain \$0. Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$245,598,628 in total new sales tax revenue, and the City will retain \$0.

The Feasibility Study shows the cumulative City TIRZ Increment is estimated to be \$1,377,499,464, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new City real property tax revenue generated within the Zone and retained by the City is estimated to be \$0 over the remaining term.

One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities, unless the taxing entity participates in the Zone. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

To the extent available in the TIRZ No. 6 Fund, the Zone will pay debt service on the tax increment reinvestment zone bonds or public indebtedness by the City secured by the tax increments, pursuant to the Act.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base at the time of creation is \$1,633,085,024 and shall be confirmed by the Appraisal District.

11.2 Estimated Captured Appraised Value

Each year, the Appraisal District shall confirm the current Captured Appraised Value. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$14,410,968,334, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District, for each year, will be used to calculate the City TIRZ Increment, pursuant to the Final Plan.

11.3 City Sales Tax Increment Base

The City Sales Tax Increment Base of the Property is the total sales tax collected from within the Property for the year in which the Zone was designated. The City Sales Tax Increment Base is \$7,081,035 as shown in **Exhibit E**.

11.4 Estimated Captured Sales Tax

Each year, the City shall confirm the current Captured City Sales Tax Revenue. The actual Captured City Sales Tax Revenue, as certified by the City, for each year, will be used to calculate the City Sales Tax Contribution.

SECTION 12: METHOD OF FINANCING

12.1 TIRZ Funding Contributions

The Final Plan shall obligate the City to deposit the City TIRZ Increment into the TIRZ No. 6 Fund beginning in 2026. For example, in FY 2025, the City's ad valorem tax rate was \$0.43760 per \$100 of taxable value, therefore the City would contribute \$0.43760 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 6 Fund.

The Final Plan shall obligate the City to deposit the City Sales Tax Contribution to the TIRZ No. 6 Fund.

All payments of Project Costs shall be made solely from the TIRZ No. 6 Fund and from no other funds of the City, unless otherwise approved by the City Council, and the TIRZ No. 6 Fund shall only be used to pay the Project Costs in accordance with the Final Plan.

12.2 Funding Mechanisms

The TIRZ No. 6 Fund shall only be used to pay the Project Costs. The City may amend this Preliminary Plan and the Final Plan, to include any item considered a Project Cost.

Commencing upon the execution of the Creation Ordinance, and continuing for the term of the Zone, the City shall cause to be deposited into the TIRZ No. 6 Fund (or as appropriate, the TIRZ Subaccount created therein by the City) the City TIRZ Increment, shall be used to pay the following costs in the following order of priority:

- 1) Administrative Costs; then
- 2) Debt Service on the applicable bond indebtedness incurred by the Zone to pay Project Costs; then
- 3) Developer(s) reimbursements for all or any portion of the amounts expended to fund Public Improvements, as appropriate, from necessary TIRZ Subaccount(s) pursuant to the TIRZ Agreement(s); then
- 4) Any other item identified in the Final Plan, and eligible under the Act.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone shall commence upon the execution of the Creation Ordinance and shall continue until December 31, 2067, with the last payment being due by January 31, 2068, unless otherwise terminated in accordance with the Creation Ordinance and **Section 13.2** below.

13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2067 or (ii) at such time that the Project Costs have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ No. 6 Fund, the City shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	Project Costs
Exhibit D	Estimated Timeline of Incurred Project Costs
Exhibit E	Feasibility Study
Exhibit F	Proposed Uses of the Property
Exhibit G	Map of the Public Improvements
Exhibit H	Parcel Identification

EXHIBIT A – MAP OF THE ZONE

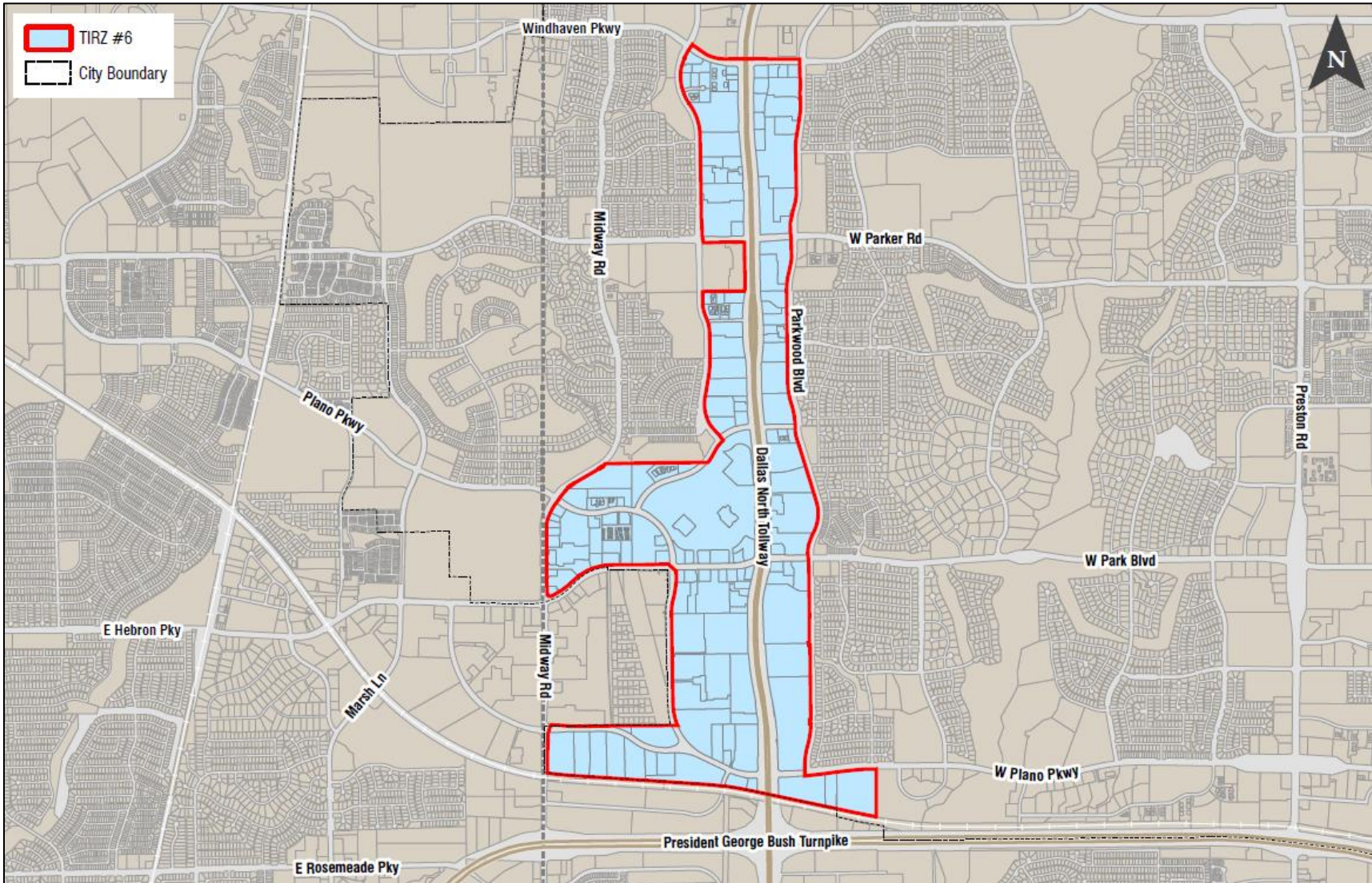


EXHIBIT B – NON-PROJECT COSTS

Reinvestment Zone Number Six, City of Plano, Texas Non-Project Costs		
Non-Project Costs ^{[a], [b]}		
Total Added Development Value	\$	2,468,000,000
Total Public Improvement Costs	\$	700,000,000
Estimated Non-Project Costs	\$	1,768,000,000
Footnotes		
[a] Non-Project Costs are estimated to be the Added Development Value less the total Public Improvement Costs.		
[b] Provided for illustrative purposes only, and subject to change.		

EXHIBIT C – PROJECT COSTS

Reinvestment Zone Number Six, City of Plano, Texas Project Costs	
Public Improvements	Cost^{[a],[b]}
Public Infrastructure	\$ 700,000,000
Interest on Debt ^[c]	TBD
Public Improvements Subtotal	\$ 700,000,000
Administrative Costs^[b]	\$ 499,945
Total Project Costs	\$ 700,499,945
Footnotes	
<p>[a] Project Costs are estimates as provided by the City and subject to change.</p> <p>[b] Provided for illustrative purposes only, and subject to change.</p> <p>[c] Includes the estimated interest on debt service on the tax increment reinvestment zone bonds or public indebtedness by the City secured by the tax increments, pursuant to the Act. Amount to be determined and subject to change.</p>	

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED PROJECT COSTS

Reinvestment Zone Number Six, City of Plano, Texas Timeline to Incur Project Costs		
Calendar Year ^[a]	Total Project Costs ^[b]	
	Annual	Cumulative
2026	\$ -	\$ -
2027	\$ 140,000,000	\$ 140,000,000
2028	\$ 140,000,000	\$ 280,000,000
2029	\$ 140,000,000	\$ 420,000,000
2030	\$ 140,000,000	\$ 560,000,000
2031	\$ 140,000,000	\$ 700,000,000
2032	\$ -	\$ 700,000,000
Total	\$ 700,000,000	

Footnotes
[a] Timeline shown for illustrative purposes only, and is subject to change.
[b] Does not include Administrative Costs, which shall be incurred annually for the duration of the Zone.

EXHIBIT E – FEASIBILITY STUDY

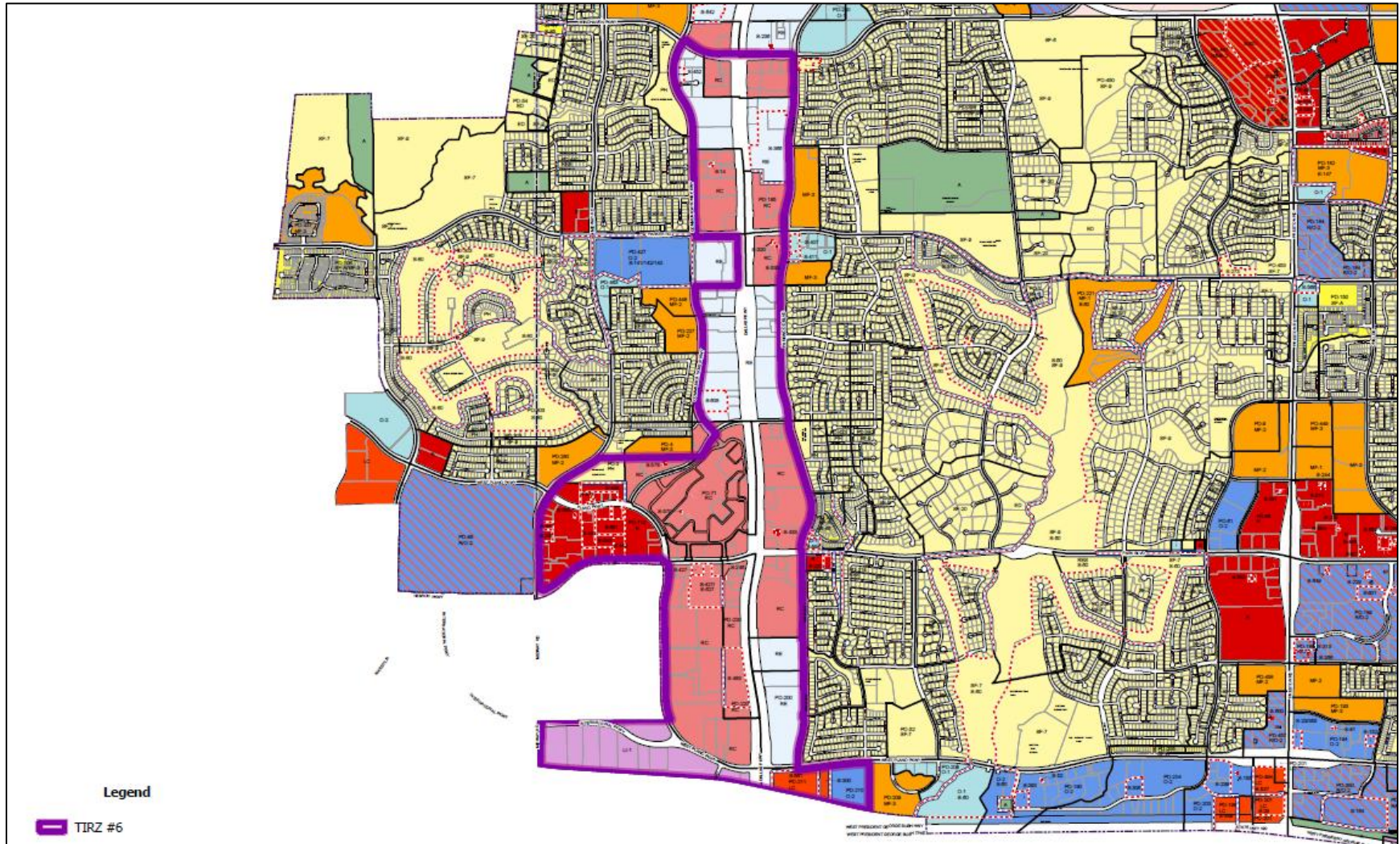
City of Plano, TX
Reinvestment Zone Number Six - Feasibility Study

Zone Year	Calendar Year	Sales Growth ^[b]	Growth/Year ^[a]	Added Development Value ^[b]	New Taxable Value	Incremental Value	Sales Tax Revenue ^[c]	Sales Tax Incremental Value	City		Total TIRZ Contribution		Admin	Total Revenue ^[d]			
									TIRZ Fund Contribution		Annual	Cumulative		Annual	Cumulative	Annual	Cumulative
									%	Annual							
Base	2026				\$ 1,633,085,024	\$ -	\$ 7,081,035						\$ 10,000	\$ 202,431	\$ 202,431		
1	2027	3%	8%	\$ -	\$ 1,763,731,826	\$ 130,646,802	\$ 7,293,466	\$ 212,431	100%	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 202,431	\$ 202,431	
2	2028	3%	8%	\$ -	\$ 1,904,830,372	\$ 271,745,348	\$ 7,512,270	\$ 431,235	100%	\$ 571,710	\$ 571,710	\$ 571,710	\$ 571,710	\$ 10,200	\$ 992,745	\$ 1,195,176	
3	2029	3%	8%	\$ 400,000,000	\$ 2,457,216,802	\$ 824,131,778	\$ 7,737,638	\$ 656,603	100%	\$ 1,189,158	\$ 1,760,868	\$ 1,189,158	\$ 1,760,868	\$ 10,404	\$ 1,835,357	\$ 3,030,533	
4	2030	3%	4%	\$ 250,000,000	\$ 2,805,505,474	\$ 1,172,420,450	\$ 7,969,767	\$ 888,732	100%	\$ 3,606,401	\$ 5,367,269	\$ 3,606,401	\$ 5,367,269	\$ 10,612	\$ 4,484,521	\$ 7,515,054	
5	2031	20%	4%	\$ 1,235,000,000	\$ 4,152,725,693	\$ 2,519,640,669	\$ 9,563,721	\$ 2,482,686	100%	\$ 5,130,512	\$ 10,497,781	\$ 5,130,512	\$ 10,497,781	\$ 10,824	\$ 7,602,373	\$ 15,117,427	
6	2032	4%	8%	\$ 250,000,000	\$ 4,734,943,748	\$ 3,101,858,724	\$ 9,946,270	\$ 2,865,235	100%	\$ 11,025,948	\$ 21,523,728	\$ 11,025,948	\$ 21,523,728	\$ 11,041	\$ 13,880,141	\$ 28,997,569	
7	2033	4%	8%	\$ 250,000,000	\$ 5,363,739,248	\$ 3,730,654,224	\$ 10,344,120	\$ 3,263,085	100%	\$ 13,573,734	\$ 35,097,462	\$ 13,573,734	\$ 35,097,462	\$ 11,262	\$ 16,825,557	\$ 45,823,126	
8	2034	2%	8%	\$ -	\$ 5,792,838,388	\$ 4,159,753,364	\$ 10,551,003	\$ 3,469,968	100%	\$ 16,325,343	\$ 51,422,805	\$ 16,325,343	\$ 51,422,805	\$ 11,487	\$ 19,783,824	\$ 65,606,950	
9	2035	2%	8%	\$ -	\$ 6,256,265,459	\$ 4,623,180,435	\$ 10,762,023	\$ 3,680,988	100%	\$ 18,203,081	\$ 69,625,886	\$ 18,203,081	\$ 69,625,886	\$ 11,717	\$ 21,872,352	\$ 87,479,302	
10	2036	2%	8%	\$ 63,000,000	\$ 6,819,766,696	\$ 5,186,681,672	\$ 10,977,263	\$ 3,896,228	100%	\$ 20,231,038	\$ 89,856,923	\$ 20,231,038	\$ 89,856,923	\$ 11,951	\$ 24,115,315	\$ 111,594,617	
11	2037	2%	8%	\$ -	\$ 7,365,348,031	\$ 5,732,263,007	\$ 11,196,809	\$ 4,115,774	100%	\$ 22,696,919	\$ 112,553,842	\$ 22,696,919	\$ 112,553,842	\$ 12,190	\$ 26,800,503	\$ 138,395,119	
12	2038	2%	8%	\$ -	\$ 7,954,575,874	\$ 6,321,490,850	\$ 11,420,745	\$ 4,339,710	100%	\$ 25,084,383	\$ 137,638,225	\$ 25,084,383	\$ 137,638,225	\$ 12,434	\$ 29,411,659	\$ 167,806,778	
13	2039	0%	0%	\$ -	\$ 7,954,575,874	\$ 6,321,490,850	\$ 11,420,745	\$ 4,339,710	100%	\$ 27,662,844	\$ 165,301,069	\$ 27,662,844	\$ 165,301,069	\$ 12,682	\$ 31,989,871	\$ 199,796,650	
14	2040	0%	0%	\$ -	\$ 7,954,575,874	\$ 6,321,490,850	\$ 11,420,745	\$ 4,339,710	100%	\$ 27,662,844	\$ 192,963,913	\$ 27,662,844	\$ 192,963,913	\$ 12,936	\$ 31,989,871	\$ 231,786,267	
15	2041	2%	4%	\$ 20,000,000	\$ 8,292,758,909	\$ 6,659,673,885	\$ 11,649,160	\$ 4,568,125	100%	\$ 27,662,844	\$ 220,626,757	\$ 27,662,844	\$ 220,626,757	\$ 13,195	\$ 32,217,774	\$ 264,004,041	
16	2042	2%	4%	\$ -	\$ 8,624,469,265	\$ 6,991,384,241	\$ 11,882,143	\$ 4,801,108	100%	\$ 29,142,733	\$ 249,769,490	\$ 29,142,733	\$ 249,769,490	\$ 13,459	\$ 33,930,382	\$ 297,934,423	
17	2043	2%	3%	\$ -	\$ 8,883,203,343	\$ 7,250,118,319	\$ 12,119,786	\$ 5,038,751	100%	\$ 30,594,297	\$ 280,363,787	\$ 30,594,297	\$ 280,363,787	\$ 13,728	\$ 35,619,320	\$ 333,553,743	
18	2044	2%	3%	\$ -	\$ 9,149,699,443	\$ 7,516,614,419	\$ 12,362,181	\$ 5,281,146	100%	\$ 31,726,518	\$ 312,090,305	\$ 31,726,518	\$ 312,090,305	\$ 14,002	\$ 36,993,662	\$ 370,547,405	
19	2045	2%	3%	\$ -	\$ 9,424,190,427	\$ 7,791,105,403	\$ 12,609,425	\$ 5,528,390	100%	\$ 32,892,705	\$ 344,983,010	\$ 32,892,705	\$ 344,983,010	\$ 14,282	\$ 38,406,812	\$ 408,954,217	
20	2046	2%	3%	\$ -	\$ 9,706,916,139	\$ 8,073,831,115	\$ 12,861,613	\$ 5,780,578	100%	\$ 34,093,877	\$ 379,076,887	\$ 34,093,877	\$ 379,076,887	\$ 14,568	\$ 39,859,888	\$ 448,814,105	
21	2047	2%	3%	\$ -	\$ 9,998,123,624	\$ 8,365,038,600	\$ 13,118,846	\$ 6,037,811	100%	\$ 35,331,085	\$ 414,407,972	\$ 35,331,085	\$ 414,407,972	\$ 14,859	\$ 41,354,036	\$ 490,168,141	
22	2048	2%	3%	\$ -	\$ 10,298,067,332	\$ 8,664,982,308	\$ 13,381,223	\$ 6,300,188	100%	\$ 36,605,409	\$ 451,013,381	\$ 36,605,409	\$ 451,013,381	\$ 15,157	\$ 42,890,440	\$ 533,058,581	
23	2049	2%	3%	\$ -	\$ 10,607,009,352	\$ 8,973,924,328	\$ 13,648,847	\$ 6,567,812	100%	\$ 37,917,963	\$ 488,931,343	\$ 37,917,963	\$ 488,931,343	\$ 15,460	\$ 44,470,315	\$ 577,528,896	
24	2050	2%	3%	\$ -	\$ 10,925,219,633	\$ 9,292,134,609	\$ 13,921,824	\$ 6,840,789	100%	\$ 39,269,893	\$ 528,201,236	\$ 39,269,893	\$ 528,201,236	\$ 15,769	\$ 46,094,913	\$ 623,623,809	
25	2051	0%	0%	\$ -	\$ 10,925,219,633	\$ 9,292,134,609	\$ 13,921,824	\$ 6,840,789	100%	\$ 40,662,381	\$ 568,863,617	\$ 40,662,381	\$ 568,863,617	\$ 16,084	\$ 47,487,086	\$ 671,110,894	
26	2052	0%	0%	\$ -	\$ 10,925,219,633	\$ 9,292,134,609	\$ 13,921,824	\$ 6,840,789	100%	\$ 40,662,381	\$ 609,525,998	\$ 40,662,381	\$ 609,525,998	\$ 16,406	\$ 47,486,764	\$ 718,597,658	
27	2053	2%	3%	\$ -	\$ 11,252,976,222	\$ 9,919,891,198	\$ 14,200,261	\$ 7,119,226	100%	\$ 40,662,381	\$ 650,188,379	\$ 40,662,381	\$ 650,188,379	\$ 16,734	\$ 47,764,872	\$ 766,362,531	
28	2054	2%	3%	\$ -	\$ 11,590,565,509	\$ 9,957,480,485	\$ 14,484,266	\$ 7,403,231	100%	\$ 42,096,644	\$ 692,285,023	\$ 42,096,644	\$ 692,285,023	\$ 17,069	\$ 49,482,806	\$ 815,845,337	
29	2055	2%	3%	\$ -	\$ 11,938,282,474	\$ 10,305,197,450	\$ 14,773,951	\$ 7,692,916	100%	\$ 43,573,935	\$ 735,858,958	\$ 43,573,935	\$ 735,858,958	\$ 17,410	\$ 51,249,440	\$ 867,094,777	
30	2056	2%	3%	\$ -	\$ 12,296,430,948	\$ 10,663,345,924	\$ 15,069,430	\$ 7,988,395	100%	\$ 45,095,544	\$ 780,954,502	\$ 45,095,544	\$ 780,954,502	\$ 17,758	\$ 53,066,181	\$ 920,160,958	
31	2057	2%	3%	\$ -	\$ 12,665,323,876	\$ 11,032,238,852	\$ 15,370,819	\$ 8,289,784	100%	\$ 46,662,802	\$ 827,617,304	\$ 46,662,802	\$ 827,617,304	\$ 18,114	\$ 54,934,472	\$ 975,095,430	
32	2058	2%	3%	\$ -	\$ 13,045,283,593	\$ 11,412,198,569	\$ 15,678,235	\$ 8,597,200	100%	\$ 48,277,077	\$ 875,894,381	\$ 48,277,077	\$ 875,894,381	\$ 18,476	\$ 56,855,801	\$ 1,031,951,231	
33	2059	2%	3%	\$ -	\$ 13,436,642,101	\$ 11,803,557,077	\$ 15,991,800	\$ 8,910,765	100%	\$ 49,939,781	\$ 925,834,162	\$ 49,939,781	\$ 925,834,162	\$ 18,845	\$ 58,831,700	\$ 1,090,782,931	
34	2060	2%	3%	\$ -	\$ 13,839,741,364	\$ 12,206,656,340	\$ 16,311,636	\$ 9,230,601	100%	\$ 51,652,366	\$ 977,486,528	\$ 51,652,366	\$ 977,486,528	\$ 19,222	\$ 60,863,744	\$ 1,151,646,675	
35	2061	2%	3%	\$ -	\$ 14,254,933,604	\$ 12,621,848,580	\$ 16,637,868	\$ 9,556,833	100%	\$ 53,416,328	\$ 1,030,902,856	\$ 53,416,328	\$ 1,030,902,856	\$ 19,607	\$ 62,953,555	\$ 1,214,600,230	
36	2062	2%	3%	\$ -	\$ 14,682,581,613	\$ 13,049,496,589	\$ 16,970,626	\$ 9,889,591	100%	\$ 55,233,209	\$ 1,086,136,065	\$ 55,233,209	\$ 1,086,136,065	\$ 19,999	\$ 65,102,801	\$ 1,279,703,032	
37	2063	0%	0%	\$ -	\$ 14,682,581,613	\$ 13,049,496,589	\$ 16,970,626	\$ 9,889,591	100%	\$ 57,104,597	\$ 1,143,240,662	\$ 57,104,597	\$ 1,143,240,662	\$ 20,399	\$ 66,973,789	\$ 1,346,676,821	
38	2064	0%	0%	\$ -	\$ 14,682,581,613	\$ 13,049,496,589	\$ 16,970,626	\$ 9,889,591	100%	\$ 57,104,597	\$ 1,200,345,259	\$ 57,104,597	\$ 1,200,345,259	\$ 20,807	\$ 66,973,381	\$ 1,413,650,202	
39	2065	2%	3%	\$ -	\$ 15,123,059,061	\$ 13,489,974,037	\$ 17,310,038	\$ 10,229,003	100%	\$ 57,104,597	\$ 1,257,449,856	\$ 57,104,597	\$ 1,257,449,856	\$ 21,223	\$ 67,312,377	\$ 1,480,962,579	
40	2066	2%	3%	\$ -	\$ 15,576,750,833	\$ 13,943,665,809	\$ 17,656,239	\$ 10,575,204	100%	\$ 59,032,126	\$ 1,316,481,983	\$ 59,032,126	\$ 1,316,481,983	\$ 21,647	\$ 69,585,683	\$ 1,550,548,262	
41	2067	2%	3%	\$ -	\$ 16,044,053,358	\$ 14,410,968,334	\$ 18,009,364	\$ 10,928,329	100%	\$ 61,017,482	\$ 1,377,499,464	\$ 61,017,482	\$ 1,377,499,464	\$ 22,080	\$ 71,923,730	\$ 1,622,471,992	
				\$ 2,468,000,000			\$ 543,002,098	\$ 245,598,628		\$ 1,377,499,464		\$ 1,377,499,464	\$ 626,100	\$ 1,622,471,992			

Assumptions	
Base Taxable Value ^[e]	\$ 1,633,085,024
City of Plano AV Rate ^[f]	0.43760
Sale Tax Rate	1.0%

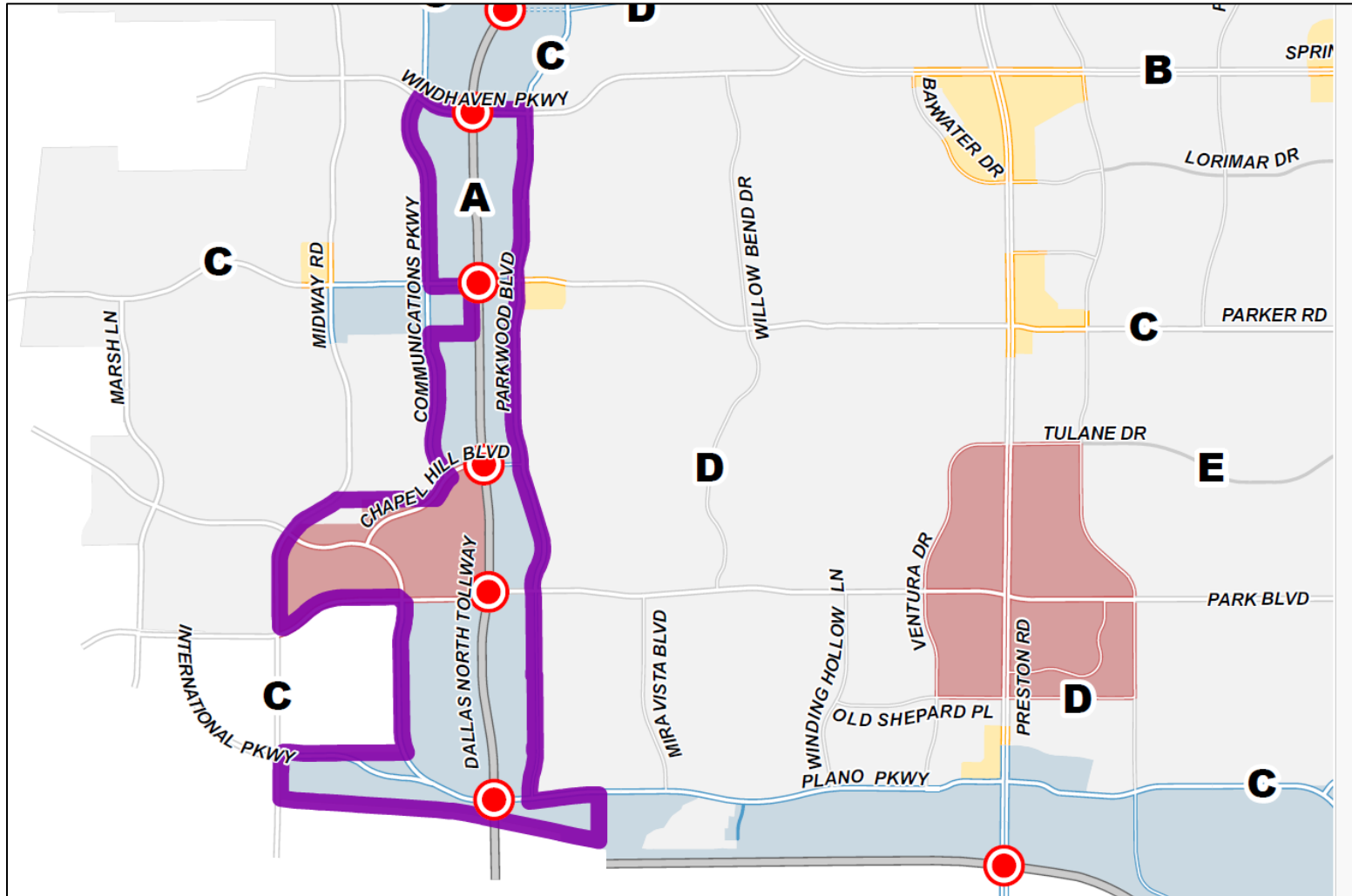
Footnotes	
[a]	Values increased or decreased annually for the life of the TIRZ with two years of no growth periodically to simulate economic downturn, pursuant to direction from the City.
[b]	Reflects estimates pursuant to direction from the City and subject to change.
[c]	Reflects estimated sales taxes pursuant to direction from the City and subject to change.
[d]	Includes the estimated sales tax revenue as provided by the City and is shown for illustrative purposes only.
[e]	Tax Increment Base reflects 2025 Certified Values and is subject to confirmation by the Appraisal District.
[f]	Rates as of tax year 2025-2026.

EXHIBIT F – PROPOSED USES OF THE PROPERTY



 Agricultural	 Retail/General Office
 Central Business-1	 Retail/Multifamily Residence-2
 Commercial Employment	 Retail/Neighborhood Office
 Corridor Commercial	 Recreation Complex; Recreation Complex/Public Facilities; Community Center
 Downtown Business/Government	 Regional Commercial
 General Office	 Regional Employment
 General Office/Single-Family Residence Attached	 Research/Technology Center
 Light Commercial	 Residential Community Design
 Light Industrial-1	 Single-Family Residence-6,-7,-9,-20; Estate Development; General Residential; Patio Home; Residential; Single-Family Residence; Urban Residential
 Light Industrial-2	 Two-Family Residence (Duplex), Single-Family Residence Attached, Single-Family Residence Attached/Multifamily Residence-2, Single-Family Residence Attached/Multifamily Residence-3
 Mixed-Use	 Urban Mixed-Use
 Multifamily Residence-1; Multifamily Residence-2; Multifamily Residence-3	
 Multifamily Residence-2/Patio Home	
 Neighborhood Business Design	
 Neighborhood Office	
 Retail	

EXHIBIT G – MAP OF THE PUBLIC IMPROVEMENTS



*Drainage, water, and sewer improvements are expected to generally follow roadway improvements.

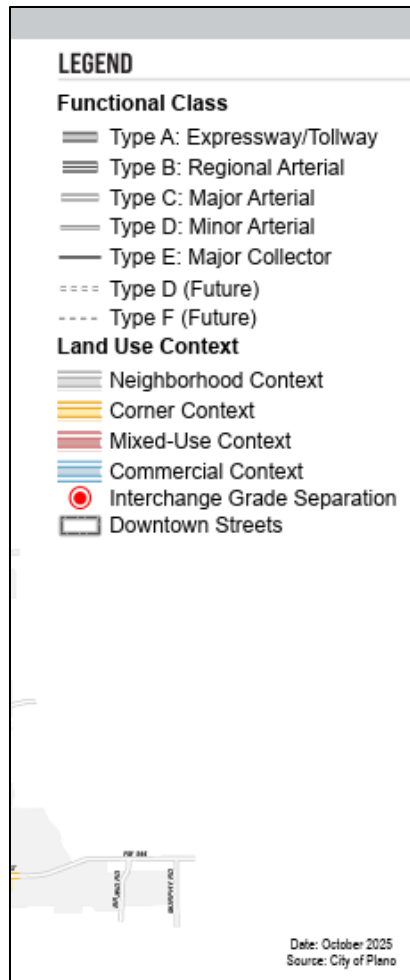


EXHIBIT H – PARCEL IDENTIFICATION

Parcel ID	Parcel ID	Parcel ID	Parcel ID	Parcel ID
372279	2092601	2144448	2584605	2662378
1906904	2092603	2506211	2584606	2664927
1962330	2092604	2506217	2589465	2664928
1969246	2092605	2506341	2589466	2665613
1969247	2092606	2506344	2592732	2665614
1996453	2092703	2509277	2592734	2667185
1998661	2095091	2509279	2592735	2668908
1998662	2098485	2510795	2594703	2668909
2003461	2098493	2516558	2599355	2668910
2023820	2099635	2516559	2602087	2669462
2029247	2099636	2516560	2602088	2669523
2043584	2099637	2518480	2608188	2672103
2043587	2107904	2538296	2608296	2672104
2045110	2107980	2538323	2610005	2672106
2053078	2107981	2538324	2610006	2676591
2054738	2111838	2538325	2617585	2679933
2054768	2112004	2544106	2631274	2681979
2056029	2112005	2544199	2631275	2681980
2063030	2115980	2544200	2632054	2684319
2063031	2118856	2544201	2633505	2684785
2063032	2118858	2556932	2633506	2686923
2063046	2132689	2556935	2633507	2686924
2063193	2133369	2559581	2633508	2695419
2069324	2133371	2563749	2633509	2695999
2073684	2133372	2565509	2633510	2699199
2073712	2133374	2565511	2635046	2700031
2073714	2134922	2566743	2635047	2700033
2073740	2136913	2581652	2645758	2700034
2073741	2140995	2581910	2645759	2702037
2073831	2140996	2581911	2645771	2702045
2074588	2140997	2581934	2646943	2702056
2084388	2142471	2581935	2649665	2703735
2087264	2142609	2581936	2652401	2705545
2087401	2143025	2581937	2662368	2705546
2087402	2143101	2581938	2662370	2711545
2087444	2143102	2581939	2662371	2711546
2087756	2143103	2581940	2662375	2715452
2092596	2143122	2584604	2662377	2715454

Parcel ID	Parcel ID	Parcel ID
2717382	2722037	2739791
2717709	2722038	2761668
2718364	2722039	2766203
2718368	2722040	2775313
2718678	2722041	2782135
2719237	2722042	2796737
2721576	2722043	2835907
2721577	2722044	2835908
2721578	2722045	2848583
2721579	2722046	2850469
2721580	2722047	2850470
2721581	2722048	2885736
2722009	2722049	2885737
2722010	2722050	2885738
2722011	2722051	2925620
2722012	2722052	2925621
2722013	2722053	2930312
2722014	2722054	2933310
2722015	2722055	2967954
2722016	2722056	2967956
2722017	2722057	
2722018	2722058	
2722019	2722059	
2722020	2722060	
2722021	2722061	
2722022	2722062	
2722023	2722063	
2722024	2722064	
2722025	2722065	
2722026	2722066	
2722027	2722067	
2722028	2722068	
2722029	2722069	
2722030	2722070	
2722031	2722071	
2722032	2727342	
2722033	2730129	
2722034	2733499	
2722035	2739788	
2722036	2739790	



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026

DEPARTMENT: Eco Dev

DIRECTOR: Doug McDonald, Director of Economic Development

AGENDA ITEM: To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Centennial Waterfall Willow Bend, LLC, a Delaware limited liability company.

RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Consideration to approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Centennial Waterfall Willow Bend, LLC, a Delaware limited liability company; providing an economic development grant to the Company; and authorizing the City Manager, or his authorized designee, to execute all necessary documents. **Approved**

BACKGROUND

This agenda item represents a request to approve an Economic Development Incentive Agreement for Centennial Waterfall Willow Bend, LLC, a Delaware limited liability company, pursuant to Chapter 380 of the Texas Local Government Code and conditioned on the terms as set forth in the attached agreement.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2025-26 Economic Development Fund. This item, in the amount of \$15,000,000, will leave an unencumbered balance of \$26,115,980 available for future project consideration.

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

ATTACHMENTS:

Description	Upload Date	Type
Centennial_Chpt 380 Agmt_AgendaItem_06-08-2026	5/30/2026	Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND CENTENNIAL WATERFALL WILLOW BEND, LLC

This Economic Development Incentive Agreement (“Agreement”) is entered into by and between the City of Plano, a Texas municipal corporation (the “City”), acting by and through its duly authorized officers and Centennial Waterfall Willow Bend, LLC, a Delaware limited liability company (“Property Owner.”)

RECITALS

WHEREAS, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake redevelopment on real property for the purpose of stimulating commercial activity in the City of Plano; 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, Property Owner, also acting as developer in this project, desires to redevelop a site of approximately 76 acres located at the northwest corner of Park Blvd and the Dallas North Tollway, known at the time of this Agreement as The Shops at Willow Bend (the “Property”) and as shown in Exhibit “A” attached hereto; and

WHEREAS, the City’s obligations under this Agreement are contingent upon the Property Owner’s redevelopment of the Property to include a multipurpose facility for a premier national level professional sports team, at least one conference hotel, and a Visitor’s Center which will be attended by tourists and which will enhance and promote tourism and the convention and hotel industry (the “Redevelopment”); and

WHEREAS, Property Owner has proposed the demolition of the inline space of the mall, theater, Dillard’s and Crayola buildings located on the Property and site preparation work for the Redevelopment (the “Demolition”); and

WHEREAS, the Property Owner will designate a new Visitor’s Center storefront and office space for Visit Plano as a part of the Redevelopment on the Property; and

WHEREAS, the Property Owner, as part of the Redevelopment, will work with the City to identify an appropriate place for the city’s visitor’s center and will build out shell space and deliver the space in white box condition, no smaller than 6,500 square feet, and provide the space rent-free for a term of ten years from the date of occupancy (the “Visitor Center White Box”); and

WHEREAS, the Property Owner agrees to require its Significant Contractors for the Redevelopment to purchase both equipment and materials for resale tax-free and charge state and Plano local taxes upon separate costs;

WHEREAS, the City will grant the Property Owner up to ten million dollars (\$10,000,000.00) from any legal funds (the “First Tranche Funding”) if the Property Owner incurs the Demolition Costs and site preparation work for the Redevelopment; and

WHEREAS, the City will grant the Property Owner up to an additional five million dollars (\$5,000,000.00) from any legal funds (“the Second Tranche Funding”) upon the delivery of the Visitor’s Center White Box on the Property; and

WHEREAS, the City will waive certain fees related to the Redevelopment; and

WHEREAS, the Demolition and Redevelopment by the Property Owner will promote tourism for the City; and

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

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

SECTION 1. PROPERTY OWNER’S OBLIGATIONS

A. *First Tranche.* Prior to receiving any funding from the First Tranche Funding authorized by this Agreement, Property Owner must:

1. Secure all agreements necessary to proceed with the Redevelopment and commence the Demolition on the Property;
2. Request grant payment from the City in writing before the deadline for completion of the Demolition and after incurring and paying for the Demolition Costs as defined below. Property Owner can request grant payment up to the amount of \$5,000,000.00 at 50% completion of the Demolition, then up to \$2,500,000.00 additional funds at 75% completion of the Demolition, then up to \$2,500,000 additional funds at 100% of the completion of the Demolition. Grant requests from Property Owner shall include all supporting documentation that may be reasonably requested by the City, including proof that the Property Owner has paid for the portion of Demolition completed. The deadline for completion of all Demolition work and requests for grant payment is 2 years from the date of execution of this Agreement.
3. If the Property Owner wishes to receive payments at partial completion of Demolition as allowed in subsection A.2 above, post a performance bond from the Property Owner in the penal sum of one hundred percent (115%) of the cost to complete the Demolition insuring the completion of the Demolition. The bond shall be in form and substance identical to the bond forms attached hereto as Exhibit “B” and made a part by reference (the “**Performance Bond**”), unless changes are approved in writing by the City Attorney or his/her designee. The Performance Bond shall be signed by a Corporate Surety or Sureties authorized to do business in the State of Texas and shall be signed by the

Property Owner as principal. The City shall be named as obligee in the Performance Bond. A power of attorney shall be attached to the Performance Bond evidencing that the agent signing the Performance Bond has authority to sign the Performance Bond on behalf of the Surety. In the alternative to the Property Owner posting the performance bond, the Property Owner may instead ensure that the Property Owner's contractor for the Demolition posts the Performance Bond as described above in favor of the City with the Property Owner's contractor as principal.

4. In the alternative, should Property Owner, at its sole election, elect not to post the Performance Bond or to ensure that the Property Owner's contractor for the Demolition posts the Performance Bond, all grant payments for the Demolition may be held until completion of the Demolition and paid in full to the Property Owner at that time.

B. *Second Tranche.* Prior to receiving any grant payment from the Second Tranche Funding as authorized by this Agreement, Property Owner must:

1. Enter into discussions with the City Manager or his delegee and determine a mutually agreeable location for the Visitor Center White Box in the Redevelopment; and

2. At no cost to the City, build the Visitor Center White Box on the Property located at the mutually agreeable location; and

3. On or before December 31, 2031, execute a ten-year lease to the City for the Visitor Center White Box. The lease term must begin on the date of occupancy by the City. The lease must not require the City to pay rent or other charges, including but not limited to taxes, insurance, common-area maintenance, etc., for the full term but may require the City to pay actual utility costs; and

4. Request grant payment for the Visitor Center White Box from the City in writing upon execution of the lease.

C. *Separated Contract for Sales Tax.* Property Owner agrees to require its Significant Contractors to purchase both equipment and materials for resale tax-free and charge state and Plano local taxes upon separate costs as follows:

1. Property Owner's contracts with Significant Contractors for both equipment and materials purchased for the Redevelopment on the Property must:

a. define the contract as a Separated Contract and acknowledge compliance with Texas Tax Code Section 151.056(b) and 34 Tax Administrative Code Section 3.291;

b. require the Significant Contractors to purchase such equipment and materials for resale tax-free to Property Owner;

c. require each payment request from a subcontractor to a contractor to provide an itemized separation of charges for eligible tax-exempt items;

d. require the purchase of such equipment and materials to be purchased by the subcontractor free of state and local sales tax and charges;

e. require the contractor to provide the subcontractor its resale certificate (01-399) to support the subcontractor's tax free purchases and sales and acknowledge

adherence to Texas Tax Code Section 151.056(b) and 34 Tax Administrative Code Section 3.291;

- f. require the contractors and subcontractors to charge the Property Owner, as a separate line-item, state and Plano city sales taxes upon the separated costs of incorporated materials and equipment.
2. Upon written agreement between Plano's City Manager and Property Owner, certain contractors or materials may be excluded from the requirements in Section 1. C of this Agreement.
 3. The Property Owner agrees to enforce the required contract provisions described in Section 1.C.1. above.
 4. The terms used in Section 1. C of this Agreement are defined as follows:
 - a. "Separated Contract" means a contract between Property Owner and a Significant Contractor (unless excluded from the requirement by a prior written agreement between the Plano City Manager and Property Owner pursuant to subsection 2 above) for new building construction, tenant finish out improvements, and infrastructure improvements as defined by 34 Tax Administrative Code, Section 3.291.
 - b. "Significant Contractor" means all contractors under prime contracts and subcontractors under sub-contracts for substantial equipment or materials, or both, to be incorporated into the new building construction, tenant finish-out improvements, and infrastructure improvements as defined by 34 Tax Administrative Code, Section 3.201, within the Property. Examples of Significant Contractors are contractors and sub-contractors providing goods and services such as concrete work, structural steel, pre-cast concrete, roofing, electrical, plumbing, heating/ventilating/air-conditioning, insulation, and interior finish-out.

SECTION 2. CITY'S OBLIGATIONS

A. If Property Owner meets its obligation in Section 1.A.1., the City must perform the following obligations:

1. Grant funds to Property Owner if the Property Owner incurs and pays for Demolition Costs (as defined below) for the Demolition upon Property Owner's and completes all of the requirements in Section 1(A) or 1(B) above. Grant payments to the Property Owner will occur within thirty (30) days after the delivery of both a written request for reimbursement from Property Owner to the City, and (ii) for First Tranche Funding, delivery of proof of compliance with Section 1(A) above and for Second Tranche Funding, delivery of proof of compliance with Section 1(B) above.
2. "Demolition Costs" means actual costs for the Demolition including overhead costs such as
 - i. overhead and management fees of Property Owner;
 - ii. financing charges;

- iii. marketing costs;
- iv. legal fees; and
- v. payments made to entities affiliated with or related to Property Owner to the extent such payments made to entities affiliated with or related to Property Owner do not exceed what is reasonable and customary for such services.

B. In exchange for the benefits to the City recited in this Agreement, the City agrees to waive the following fees directly related to the Redevelopment of the Property:

- City Building Inspections Department fees as described in Ordinance No. 2025-11-4, as amended,
- Planning and Engineering Fees as described in Ordinance No. 2025-11-2, as amended
- except no fee waiver will be granted for:
 Water & Sewer Study,
 Traffic Impact Analysis,
 Director’s Interpretation and appeals thereof,
 Tree Mitigation or Removal,
 TX DOT ROW permit, and Other City fees not listed above. [Other fees include but not limited to park fees and any exactions for infrastructure for Redevelopment of the Property and off-site infrastructure that the City may require as a result of Redevelopment of the Property.]

SECTION 3. DESIGN AND CONSTRUCTION

A. Design management for the Demolition will be provided by Property Owner’s designated licensed architect and/or a licensed civil engineer, or such other party as shall be mutually agreed to by the parties to this Agreement.

B. Property Owner shall obtain all required local, state and federal governmental approvals and permits required for the Demolition.

C. Property Owner shall procure and maintain insurance coverage as set forth in Exhibit “C” for the duration of this Agreement. Property Owner shall provide their signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of the Demolition and naming the City of Plano as additional insured.

SECTION 4. DAMAGE, DESTRUCTION, OR FAILURE OF PERFORMANCE

Should Property Owner fail to complete or cause the completion of the Demolition by the date specified in Section 1.A.2. of this Agreement, the City shall have no obligation to expend funds to complete the Demolition or to call the performance bond.

SECTION 5. FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the commencement, progress and/or completion of the Demolition is delayed by reason by war; civil commotion; acts

of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities; fire or other casualty; court injunction; necessary condemnation proceedings; or acts of the other party, its affiliates/related entities and/or their contractors, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

SECTION 6. TERM

The term of this Agreement shall begin on the date of execution and end upon the complete performance of all obligations and conditions precedent by parties to this Agreement but in no event later than December 31, 2031. The City Manager or his designee shall have the authority and discretion to extend, in writing, all deadlines contained within the Agreement, including the term, for an additional period of one year.

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. 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:

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

B. 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 the Real Property belonging to or in use by Company pertaining to the Agreement (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. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential or that the Company reasonably determines is proprietary or sensitive or would, in the hands of a competitor, provide a competitor with a competitive advantage. 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, 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.

SECTION 8. AUTHORITY OF PROPERTY OWNER

Property Owner represents and warrants to the City that Property Owner is duly formed, validly existing and in good standing under the laws of the State of Texas. Property Owner will provide a certificate of status from the Texas Secretary of State's office evidencing Property Owner's current legal status and authority to conduct business in Texas. Property Owner represents that it has full power, authority and legal right to execute and deliver this Agreement.

SECTION 9. EVENTS OF DEFAULT

A default shall exist if any of the following occurs:

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

A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default by the defaulting party under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

SECTION 10. REMEDIES

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

SECTION 11. BANKRUPTCY

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

SECTION 12. INDEMNIFICATION

PROPERTY OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST

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

SECTION 13. AFFIDAVIT OF NO PROHIBITED INTEREST

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

SECTION 14. NOTICES

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

If intended for City, to:
City of Plano
Attention: City Manager
PO Box 860358
Plano, Texas 75086-0358

If intended for Property Owner, to:
Michael Platt,
Executive Vice President, Development
Centennial Real Estate
8750 North Central Expressway, Suite 1740
Dallas, Texas 75231

SECTION 15. WRITTEN NOTICES AND APPROVALS REQUIRED

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

SECTION 16. GIFT TO PUBLIC SERVANT

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

B. For purposes of this section, “benefit” means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

C. Notwithstanding any other legal remedies, City may require Property Owner to remove any employee of Property Owner from the development of the Public Improvements who has violated the restrictions of this section or any similar state or federal law, and City may obtain reimbursement for any expenditures made to Property Owner as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 17. COMPLIANCE WITH LAWS

The Property Owner shall comply with all applicable federal, state, and local laws, regulations and ordinances in effect from time to time in connection with its obligations under this Agreement.

SECTION 18. VENUE AND GOVERNING LAW

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

SECTION 19. LEGAL CONSTRUCTION

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

SECTION 20. COUNTERPARTS

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

SECTION 21. CAPTIONS

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

SECTION 22. SUCCESSORS AND ASSIGNS

A. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned without the prior consent of Property Owner and the City of Plano City Council, which approvals shall not be unreasonably withheld.

B. An assignment or delegation of this Agreement to an Affiliate of Property Owner shall not require City Council approval and shall not result in a breach of the Agreement if the Affiliate of Property Owner expressly assumes all of the obligations of Property Owner under this Agreement for the balance of the term of this Agreement and provides evidence establishing the relationship between Property Owner and an Affiliate. Property Owner shall notify the City in writing, however, within 30 days of such assignment. "Affiliate", as used herein, includes any parent, sister, partner, joint venturer, equity investor or subsidiary entity of Property Owner; any entity in which Property Owner is a major shareholder, owns an equity interest or is a joint venturer or partner (whether general or limited). Upon such assignment, Property Owner shall be released from all liability hereunder. Additionally, collateral assignment of this Agreement by Property Owner in connection with its financing of the Redevelopment shall not require City Council approval and shall not result in a breach of this Agreement so long as all obligations of Property Owner herein are included in such assignment.

SECTION 23. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto with respect to the Demolition, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. This Agreement is the complete and final understanding and agreement between Property Owner and the City with respect to the Demolition.

Except as otherwise provided herein the agreement cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

SECTION 24. INCORPORATION OF RECITALS

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

EXECUTED on the _____ day of _____, 2026, by City, signing by and through its City Manager.

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: _____
Mark D. Israelson, City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS


COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2026, by Mark D. Israelson, City Manager, of **CITY OF PLANO, TEXAS**, a home rule municipal corporation.

Notary Public, State of Texas

My Commission Expires: _____

**CENTENNIAL WATERFALL WILLOW BEND,
LLC
a Delaware limited liability company**

By: 

Date: 29 MAY 2026

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2026,
by _____, for Centennial Waterfall Willow Bend, LLC, a Delaware
limited liability company.

Notary Public, State of Texas

My Commission Expires: _____



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026
DEPARTMENT: Eco Dev
DIRECTOR: Doug McDonald, Director of Economic Development
AGENDA ITEM: Letter of Intent with Dallas Sports & Entertainment LP
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Consideration to approve a non-binding Letter of Intent between the City of Plano, Texas, and Dallas Sports & Entertainment LP, a Delaware limited partnership; and authorizing the City Manager, or his authorized designee, to execute such Letter of Intent. **Approved**

BACKGROUND

This agenda item represents a request to approve a non-binding Letter of Intent between the City of Plano, Texas, and Dallas Sports & Entertainment LP, a Delaware limited partnership, conditioned on the terms as set forth in the attached Letter of Intent agreement regarding a proposed new indoor sports and entertainment arena complex in Plano, Texas.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no immediate financial impact.

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

ATTACHMENTS:

Description	Upload Date	Type
DSE_Plano Letter of Intent	5/30/2026	Agreement

June 8, 2026

Re: Non-Binding Letter of Intent Regarding Proposed New Indoor Sports and Entertainment Arena Complex in Plano, Texas

THIS NON-BINDING LETTER OF INTENT (this “**LOI**”) is entered into by and between the City of Plano, Texas (the “**City**”), a home-rule city and municipal corporation, acting by and through its duly authorized representative, and Dallas Sports & Entertainment LP, a Delaware limited partnership (“**DSE**”). The City and DSE may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

DSE, through its subsidiary DSE Hockey Club, L.P., owns and operates the National Hockey League (the “**NHL**”) franchise known as the Dallas Stars (the “**Team**”). The City is interested in engaging DSE to develop and construct a new indoor sports and entertainment arena to be located in the City for use by the Team as its home venue (the “**Arena**”). The Arena will be developed on land adjacent to the District (as defined herein) (the “**Arena Site**”).

The Parties acknowledge and agree that this LOI provides a non-binding framework for negotiating the terms and conditions of a master agreement (the “**Arena Master Agreement**”) and related definitive material agreements (collectively, the “**Definitive Documents**”) pursuant to which the Parties will collaborate to finance, develop, operate, and maintain the Arena, together with related facilities and infrastructure. The following provisions outline the key deal points and areas of mutual understanding that will guide the negotiation and drafting of the Arena Master Agreement and the other Definitive Documents.

1. **Arena.** The City and DSE anticipate that the Arena will be constructed as a first-class, multi-purpose facility that will be competitive with other comparably sized, publicly owned, indoor arenas recently developed for NHL teams. DSE shall use the Arena for the Team’s home games and for other lawful purposes associated with the operation of an NHL franchise, including Team practices, camps, and other professional hockey activities. While the Arena will be designed and constructed primarily for use as the home venue of the Team, the Arena will also be capable of temporary reconfiguration to accommodate other types of indoor sports, entertainment, cultural, and civic events.

DSE acknowledges the City’s interest in making the Arena available for use by the City and other public and community entities for certain events and programming to foster economic development, recreation, and other opportunities for the citizens of the City. The Parties agree to work in good faith to establish mutually acceptable terms for such use, including scheduling protocols, cost-sharing arrangements (including City reimbursement of event-specific expenses), and event coordination, all of which will be addressed in the Arena Master Agreement and the other Definitive Documents and subject to reasonable operational and logistical considerations.

2. **District.** The City and DSE acknowledge and agree that the Arena is intended to anchor a larger sports, entertainment, and mixed-use district (the “**District**”) to be developed on land adjacent to the Arena Site which is shown on Exhibit A attached herein (the “**District Site**”). DSE shares the City’s vision for the District Site to become a vibrant destination that complements the Arena and delivers long-term value to the surrounding community.

To that end and as shall be further detailed in the applicable Definitive Documents, DSE (together with its development partners) agrees to collaborate in good faith with the City and its development partners to contribute to the planning and build-out of the District Site in a manner that promotes economic activity and community engagement. While the District may be developed in multiple phases, the Parties shall (i) mutually agree upon the applicable initial critical path development phases for the District (the “**Initial District Development Phases**”) and (ii) acknowledge and agree that as a condition to the issuance of the Arena Bonds (as defined herein) or other final approvals required to commence construction of the Arena, DSE shall demonstrate, to the City’s reasonable satisfaction, that:

- A. DSE, its affiliates and its development partners have expended or are contractually obligated to expend a material and substantial portion of the total applicable costs associated with the Initial District Development Phases prior to the issuance of the Arena Bonds.
- B. The Initial District Development Phases are proceeding in accordance with mutually agreed-upon milestones, including but not limited to site plan approvals, commencement of construction, vertical development activity, and other indicators of substantive progress set forth in the Arena Master Agreement and the other Definitive Documents.

The Parties anticipate coordinating infrastructure, connectivity, and programming across the Arena Site and District Site to ensure that the overall development functions as a cohesive resource for the Parties as well as the City’s residents, visitors, and stakeholders. Specific roles, responsibilities, and contributions related to the Arena Site and the District Site, as well as procedures for resolving any disagreements between the Parties with respect to any of the design and development aspects of the Arena Site and the District Site, will be further defined in the Arena Master Agreement and the other Definitive Documents.

3. **City Contribution toward Arena Costs.** Subject to final approval by the Plano City Council and the negotiation of an economic development agreement, the Arena Master Agreement and the other Definitive Documents, the City intends to support the development of the proposed Arena through (i) the establishment of a tax increment financing reinvestment zone with an initial term of thirty (30) years (the “**TIRZ**”) that encompasses the Arena Site, the District Site, and surrounding area and is depicted in **Exhibit B** attached herein and (ii) other legally available funds.

Based on DSE’s representation that the anticipated Development Costs to construct the Arena will equal or exceed \$1 billion, the City intends to contribute funding toward the Arena through the issuance of bonds backed by TIRZ revenues and other legally available funds (collectively, the “**Arena Bonds**”). Specifically, the City anticipates allocating one hundred percent (100%) of the property tax and sales tax increment generated within the TIRZ to support the repayment of such bonds, with the City’s total contribution through TIRZ revenues and other legally available funds being in the amount of \$700 million so long as the Development Costs to construct the Arena equal or exceed \$1 billion. Further, such funding shall occur during the course of construction of the Arena, in accordance with a construction schedule and draw mechanics mutually agreed upon by the Parties (and as further detailed within the applicable Definitive Documents). As used herein, “**Development Costs**” means all land acquisition, hard and soft costs (including, without limitation, architectural and engineering fees, contractor costs, parking costs, related infrastructure costs, equipment and furnishings, financing costs, and other pre-development and development expenses that the Parties mutually agree qualify as project costs and are set forth in the Arena Master Agreement and the other Definitive Documents) and expenses for the design, engineering, development, construction, equipping and operating of the Arena.

Except for the City's contribution to the Development Costs as described in the Arena Master Agreement and the other Definitive Documents and except as may otherwise be provided in such Definitive Documents, DSE shall be solely responsible for all other costs and expenses associated with the design, development, construction, and delivery of the Arena (including without limitation all soft costs, hard costs, financing costs, and any cost overruns), in each case to the extent in excess of the City's contribution and to the extent not triggered by the acts or omissions of the City or any of its officials, officers, employees, representatives, members, or agents. DSE shall not be entitled to additional public funding or reimbursement from the City beyond the agreed upon City contribution. After the City's contribution has been deposited into an Arena-specific project disbursement account in accordance with applicable statutory requirements, DSE may, subject to the Arena Master Agreement and the other Definitive Documents, determine the applicable use of such funds in connection with any pre-development or development aspects of the Arena.

4. **Arena Design and Construction.** DSE will be responsible for the development, design, and construction of the Arena, with review and input from the City as agreed upon in the Arena Master Agreement and the other Definitive Documents. The Arena will comply with NHL rules and standards and be designed, finished, and equipped to a level consistent with other recently constructed NHL arenas. The Parties intend to establish a cooperative process in the Arena Master Agreement and the other Definitive Documents for reviewing and monitoring the Arena's budget, design, contractor selection, and construction details. The City will retain customary rights to review the design and construction of the Arena and approve other construction components in its governmental capacity.

5. **Arena Ownership, Lease, Operations, and Maintenance.** The Parties intend for the City to own the Arena Site and the Arena, and with the City entering into a long-term lease agreement (with an initial term of thirty (30) years) with DSE for the Arena Site (including the Arena), with renewal and other terms to be negotiated and set forth in the Arena Master Agreement and the other Definitive Documents.

DSE will retain all revenues generated from the use and operation of the Arena (including, without limitation, with respect to sponsorship rights and naming rights) and will be responsible for the operation and routine repair and maintenance of the Arena, including costs associated with day-of-event operations, capital repairs and replacements, and capital improvements. Notwithstanding the foregoing, the City may also contribute to the funding of certain long-term capital repairs, replacements and improvements, to the extent provided in the CAM Plan.

DSE will operate and maintain the Arena in compliance with NHL standards and all applicable laws, and in a manner consistent with comparable NHL arenas, as further defined in the Arena Master Agreement and the other Definitive Documents.

The Parties agree to establish a comprehensive Capital Asset Management Plan (the "**CAM Plan**") governing the long-term maintenance, repair, replacement, and capital reinvestment obligations for the Arena and any related public or shared-use facilities, to be further described in the Arena Master Agreement and the other Definitive Documents. The CAM Plan shall address funding sources, capital maintenance, and capital improvement reserve requirements (including potential City funding and reserve contributions), and procedures for periodic review and updates to ensure the Arena is maintained as a first-class, multi-purpose facility, consistent with comparable NHL arenas. Additionally, DSE will annually provide the City with: (i) operations, maintenance, and capital improvements plans and budgets; and (ii) reporting on work performed during the prior year, including associated costs. The City agrees to make certain monetary contributions toward a material and substantial portion of all long-term capital improvements at the Arena, including from available TIRZ revenues and other legally available funds, subject to terms and limitations to be set forth in the Arena Master Agreement and the other Definitive Documents.

6. **Transportation Improvements.** The City and DSE will collaborate and work in good faith with the City’s public transportation providers (the “**Transit Providers**”) to expand the provisioning of public transportation to include one or more bus stops within walking distance of the Arena and the addition of one or more new bus routes and shuttles. A public transportation hub shall be implemented into the District design, securing safe public transportation onboarding and exiting for patrons, including families with children and public transit riders with limited mobility or special needs. The City, DSE, and the Transit Providers will work in good faith to incorporate commuting options brought on by the sharing economy (carshare, rideshare, and bikeshare, among others) into the design of the public transportation hub.

The Parties shall also work together to develop a transportation and parking plan (including a traffic impact analysis) (the “**Transportation, Parking, and Event Plan**”) that shall be approved by DSE and the City consistent with existing and applicable regulations, for which the City shall assist in coordinating input from all relevant City departments, the Transit Providers, Collin County, affected state agencies, and other stakeholder groups. The Transportation, Parking, and Event Plan shall include but not be limited to the following: on-site parking opportunities; residential permit parking participation and enforcement for the affected surrounding areas on game days and during major events; clearly defined roles and responsibilities for implementation (which is expected to include reasonable and customary off-site improvements and public right of way improvements, and which improvements shall not be DSE’s obligations); and determining standards and enforcement for minimizing impact to surrounding communities related to hours, noise, and other quality of life issues.

All transportation and parking related improvements and requirements shall be further described in the Arena Master Agreement and the other Definitive Documents.

7. **Mid-Term Evaluation.** The Parties agree to conduct a joint evaluation of the Arena at the approximate midpoint of the lease term. This evaluation will assess the Arena’s condition, functionality, and competitiveness relative to newer NHL arenas, and determine whether any renovations, upgrades, or adjustments to maintenance obligations are warranted to maintain the Arena as a first-class facility, including any associated modifications to the CAM Plan.

Any renovation or capital improvement identified through this mid-term evaluation will be subject to mutual agreement of the Parties, including agreement on scope, timing, and funding (and respective obligations with respect thereto). The Parties will cooperate in good faith to identify appropriate sources of funding, subject to applicable approvals and limitations.

8. **Team’s Commitment to Play at Arena.** DSE agrees the Team will play its home games in the Arena throughout the term of the lease agreement (including renewals); provided, however, that the Team will have the ability to play home games at international sites and other neutral sites as required by NHL rules and regulations. The Definitive Documents will include customary remedies for breach of this commitment, including the City’s right to seek injunctive or declaratory relief, liquidated damages, and other remedies necessary to make the City whole.

9. **Community Benefits.** The Parties will negotiate and enter into a Community Benefits Agreement (the “**CBA**”) as one of the Definitive Documents. The CBA will memorialize DSE’s commitment to support initiatives aligned with the Parties’ shared mission and values, including youth sports and education, local small business engagement, health programming, internships, workforce development, park improvements, community spaces, and other community-focused efforts.

10. **Period of Negotiations.** The City and DSE intend to negotiate diligently and in good faith to prepare the Arena Master Agreement during the Exclusive Negotiation Period (as defined in that certain Mutually Exclusive Negotiating Agreement, dated effective as of November 5, 2025, as amended, by and between the Parties, which shall remain in full force and effect notwithstanding any terms or conditions set forth in this LOI). This commitment includes regular communication and reasonable cooperation regarding unresolved issues, through meetings, calls, and correspondence. The Parties acknowledge that final agreement on all terms may not be reached, and each Party agrees to be responsible for any costs it incurs during the Exclusive Negotiation Period.

Upon expiration of the Exclusive Negotiation Period (as may be extended), this LOI shall terminate and the Parties shall have no further rights or obligations to one another, except for DSE's indemnity obligations set forth in Section 19 of this LOI.

11. **Definitive Documents.** The Parties anticipate the Definitive Documents will include, without limitation, the following:

(a) Development Agreement that will set forth the Parties' specific roles, responsibilities, and contributions with respect to the design, development, and construction of the Arena and District and clarify the scope of development and the sources of funding for the Arena and District construction.

(b) Design and Construction Agreements that will include the conditions and obligations related to release of funds, design, and construction timelines, permitting processes and review procedures for the Arena and District construction.

(c) Lease Agreement that will govern DSE's use and occupancy of the Arena and Arena Site, including provisions that establish payment, maintenance, and operational obligations and confirming that DSE will retain revenues generated from the use and operation of the Arena, as described more fully in Section 5.

(d) Non-Relocation Agreement that will include obligations requiring the Team to play its home games in the Arena during the lease term, as described more fully in Section 8.

(e) Team Sublease Agreement that will set forth the terms and conditions by which DSE will sublease certain rights and responsibilities in the Arena to a designated affiliate, subject to the City's review or approval.

(f) CBA that will include DSE's commitments with respect to specific programs or projects important to the Plano community, as described more fully in Section 9.

(g) Intellectual Property Rights Agreement that will set forth the terms and conditions related to each Party's use of the other Party's intellectual property rights.

(h) Construction Trust Agreement that will define the manner and method by which construction proceeds are disbursed for payment of Arena construction costs, dictate how such proceeds are treated prior to use, and establish construction safeguards.

(i) Guaranty Agreement(s) with DSE, its affiliates and/or its development partners (but no individual guarantors) that will provide customary performance and financial guarantees to the City

for the obligations of DSE and its development partners related to the Arena and the District, and as may be agreed to in the Definitive Documents.

12. **DSE Tasks.** During the Exclusive Negotiation Period, DSE will use good faith to:

(a) Provide a preliminary design concept for the Arena and the Arena Site that is mutually agreeable to the Parties in their reasonable discretion, and that takes into consideration the Team's existing and potential future operations, as well as ancillary development opportunities within the District Site;

(b) Submit a preliminary development plan showing proposed building footprints, elevations, design theme, landscaping, signage and lighting, parking infrastructure, vehicular and pedestrian access ways and exits, and other factors descriptive of the Arena;

(c) Provide preliminary development costs, pro-formas and other documents with respect to the Arena, as necessary for City review;

(d) Provide evidence reasonably satisfactory to the City to establish that DSE has the financial ability (equity and/or loan commitments, letters of interest, etc.) to, along with the City's contribution of TIRZ revenues and other legally available funds, implement the development and construction of the Arena;

(e) Provide written progress reports as reasonably requested (but no more frequently than on a monthly basis) by the City; and

(f) Disclose to the City the names of other developers (if any), primary employee contacts, consultants, or representatives anticipated to be directly involved in the Arena.

13. **City Tasks.** During the Exclusive Negotiation Period, the City will use good faith to:

(a) Negotiate with DSE, through its staff and outside advisors, regarding the Arena project;

(b) Review DSE's proposed preliminary development plans in a timely manner;

(c) Provide DSE with relevant documents in the City's possession that may assist DSE with the due diligence activities described in this LOI;

(d) Collaborate in good faith with DSE to evaluate and facilitate the establishment of the TIRZ, including providing access to relevant City documents that may assist DSE in assessing potential TIRZ revenues and structuring the financing of the Arena;

(e) Respond promptly to all submittals by DSE made pursuant to this LOI;

(f) Collaborate with DSE to establish a reasonable schedule for negotiating principal terms to be included in the Definitive Documents and for completing all necessary approvals and permits within the Exclusive Negotiation Period; and

(g) Provide reasonable assistance to DSE in preparing for and participating in presentations before regulatory or advisory panels related to applications for land use permits, design review, or amendments to the general plan or zoning ordinances.

14. **Retention of Discretion.** This LOI is non-binding and is not intended to be contractual in nature but is a statement of the general terms and conditions upon which representatives of the Parties are prepared to consider and discuss entering into binding agreements pertaining to the Arena. Approval of the transactions contemplated by this LOI will be subject to the independent discretionary approval of the Plano City Council and DSE. Except as otherwise expressly provided in this LOI, nothing herein shall obligate the City to exercise its discretion in any particular manner, and any exercise of discretion required by law, other than abuse of discretion, shall not be deemed to constitute a breach of City duties under this LOI.

The Parties understand and acknowledge that the Arena Master Agreement and any other Definitive Documents resulting from the negotiations arising from this LOI shall become effective only if and after the Arena Master Agreement and such other Definitive Documents have been considered and approved by the Plano City Council in its sole and absolute discretion, and only if and after the Arena Master Agreement and such other Definitive Documents have been executed by the City Manager. The Parties understand that no City commitment to move forward with the Arena can be made other than by action of the Plano City Council at a public meeting, and only after compliance with applicable state laws governing the use of property and other governmental actions in furtherance of the Arena and understand that the action of the Plano City Council will be at its sole and absolute discretion.

If the Parties do not successfully negotiate the terms of a mutually satisfactory Arena Master Agreement and the other Definitive Documents, or if the Plano City Council declines to authorize execution of the Arena Master Agreement and the other Definitive Documents (or similar instruments) for any reason, then, without further action, these negotiations shall automatically terminate and no Party shall have further responsibilities with respect to the others. Any approvals or consents given by the City pursuant to this LOI shall be in its proprietary capacity and shall in no way constitute regulatory approval of any development concepts presented by DSE.

15. **NHL Authority.** The Team and its operations are subject to the governing documents, rules, regulations, policies, and decisions of the NHL including any requirements imposed by the NHL Commissioner, as they presently exist and as they may be enacted or amended from time to time during the Term. The Parties acknowledge that certain aspects of the Arena project, including, but not limited to location of the Team in the City, Arena design, Team obligations under the Definitive Documents, and any debt incurred by the Team, may require NHL review and approval. The Definitive Documents will include provisions to address NHL rules or policies and, to the extent practicable, mitigate any material adverse impacts resulting from changes in NHL rules or policies that affect the Parties' respective interests in the Arena or other matters contemplated by this LOI.

16. **Assignment.** DSE shall not assign this LOI without the prior written approval of the City, which may be granted or withheld in the City's sole discretion. The City agrees that, notwithstanding the foregoing, DSE may assign without the City's prior written approval, but with thirty (30) days' prior written notice to the City, DSE's rights under this LOI to a limited liability company, corporation, trust, or partnership of which DSE owns the majority beneficial interest and has operational control.

17. **Termination.** Either Party may terminate this LOI with or without cause upon thirty (30) days' prior written notice to the other Party. Upon termination of this LOI, the Parties will have no further obligations hereunder, except as stated in Sections 18, 19, and 20, which will survive any such termination.

18. **Confidentiality.** The City and DSE may be exchanging Confidential Information in connection with the evaluation of the transactions contemplated by this LOI. To the extent permitted by law, all Confidential Information will be held and treated by the Parties and their agents, partners, directors, officers, employees, affiliates, and advisors, in each case who will receive the information (collectively, the “**Representatives**”) in confidence. As used in this Agreement, “**Confidential Information**” means all information that is confidential, proprietary, or otherwise not generally available to the public and is furnished by one Party or its Representatives to the other Party or its Representatives, and includes, without limitation, this Agreement and the existence of discussions between the Parties regarding the subject matter hereof.

Notwithstanding the foregoing or anything to the contrary in this Agreement, DSE acknowledges that the City is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (the “**Act**”). In the event the City receives a request to release any Confidential Information (including the terms and conditions of this Agreement) in accordance with the Act, the City agrees to promptly notify DSE in writing and provide a copy of the request to DSE. If DSE desires to withhold disclosure of any of the Confidential Information requested, then DSE will promptly notify the City in writing, in which case the Parties will agree to work diligently and in good faith to request an opinion from the Texas Attorney General as to whether the City must release the Confidential Information requested under the Act. In the event the Texas Attorney General directs the City to release some or all of the Confidential Information requested and DSE desires to pursue administrative action or litigation contesting the ruling of the Texas Attorney General, the City agrees to reasonably cooperate with DSE, at no cost to the City, in DSE’s efforts.

No prepared statements or media releases regarding the Arena or any of the other transactions contemplated by this LOI shall be issued by either Party without the other Party’s prior written consent.

19. **Indemnity.** DSE shall indemnify and hold harmless the City and its officials, officers, employees, representatives, members, and agents (collectively, the “**City Indemnified Parties**”) from and against any and all losses, liabilities, damages, claims, or costs, including reasonable attorneys’ fees, to the extent arising from the gross negligence, fraud, or willful misconduct with respect to the obligations of DSE, its officers, employees, representatives, members and agents hereunder, excluding any such losses arising from the gross negligence, fraud, or willful misconduct of the City Indemnified Parties or the discovery by DSE of an existing environmental condition or other hazardous condition at the Arena Site. This indemnity obligation in connection with events occurring prior to the termination of this LOI shall survive the termination of this LOI.

20. **General Provisions.**

(a) **Counterparts.** This LOI may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same LOI. This LOI may be executed by electronic signatures which shall be binding as originals on the Parties.

(b) **Notices, Demands, and Communications Between the Parties.** All notices, offers, consents, or other communications required or permitted to be given pursuant to this LOI shall be in writing and shall be considered as properly given or made if delivered personally, by electronic transmission, by messenger or by registered or certified U.S. mail with return receipt requested, and addressed to the intended recipient at the following addresses:

If to DSE: Dallas Sports & Entertainment, L.P.
c/o Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201
Attention: Justin A. Hoover
Email: jhoover@winstead.com

If to City: City of Plano
Plano Municipal Center
1520 K Avenue
Plano, Texas 75074
Attention: Mark Israelson, ICMA- CM, City Manager
Email: Marki@plano.gov

with a copy to: City of Plano
Plano Municipal Center
1520 K Avenue
Plano, Texas 75074
Attention: Paige Mims, City Attorney
Email: Paigem@plano.gov

with a copy to: Greenberg Traurig, LLP
Wells Fargo Tower
1000 Louisiana Street, Suite 6700
Houston, Texas 77002
Attention: Franklin Jones
Email: Franklin.Jones@gtlaw.com

(c) Covenant Against Contingent Fees. Unless otherwise expressly agreed to by the City in writing, the City shall not be liable for any real estate commissions or brokerage fees that may arise as a consequence of any transaction involving DSE or its development partners and this LOI, the Arena, or any part thereof.

(d) No Partnership. Notwithstanding any language in this LOI or any other representation or warranty to the contrary, neither Party shall be deemed to be a partner or joint venturer of the other Party, and neither Party shall be responsible for any debt of the other Party or of any operator or manager of the other Party.

(e) Waivers and Amendments. All waivers of the provisions of this LOI must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate representatives of the City and DSE.


(f) Costs. Except as otherwise expressly provided in this LOI, each Party will be responsible for and bear all of its own costs and expenses (including any broker's or finder's fees and the expenses of its Representatives) incurred at any time in connection with pursuing or consummating the transactions contemplated by this LOI.

IN WITNESS HEREOF, the Parties have executed this LOI to be effective as of the date set forth above.

DSE:

DALLAS SPORTS & ENTERTAINMENT, LP
Delaware Limited Partnership

By: DSE GP, Inc.,
a Delaware corporation,
its General Partner

By: 
Name: BRAD ALBERTS
Title: PRESIDENT/CEO

CITY:

CITY OF PLANO

By: _____
Name: Mark Israelson, ICMA- CM
Title: City Manager

ATTEST:

[*]
City Secretary

APPROVED AS TO FORM:

Paige Mims
City Attorney

EXHIBIT A
DISTRICT SITE



EXHIBIT B – TIRZ BOUNDARY

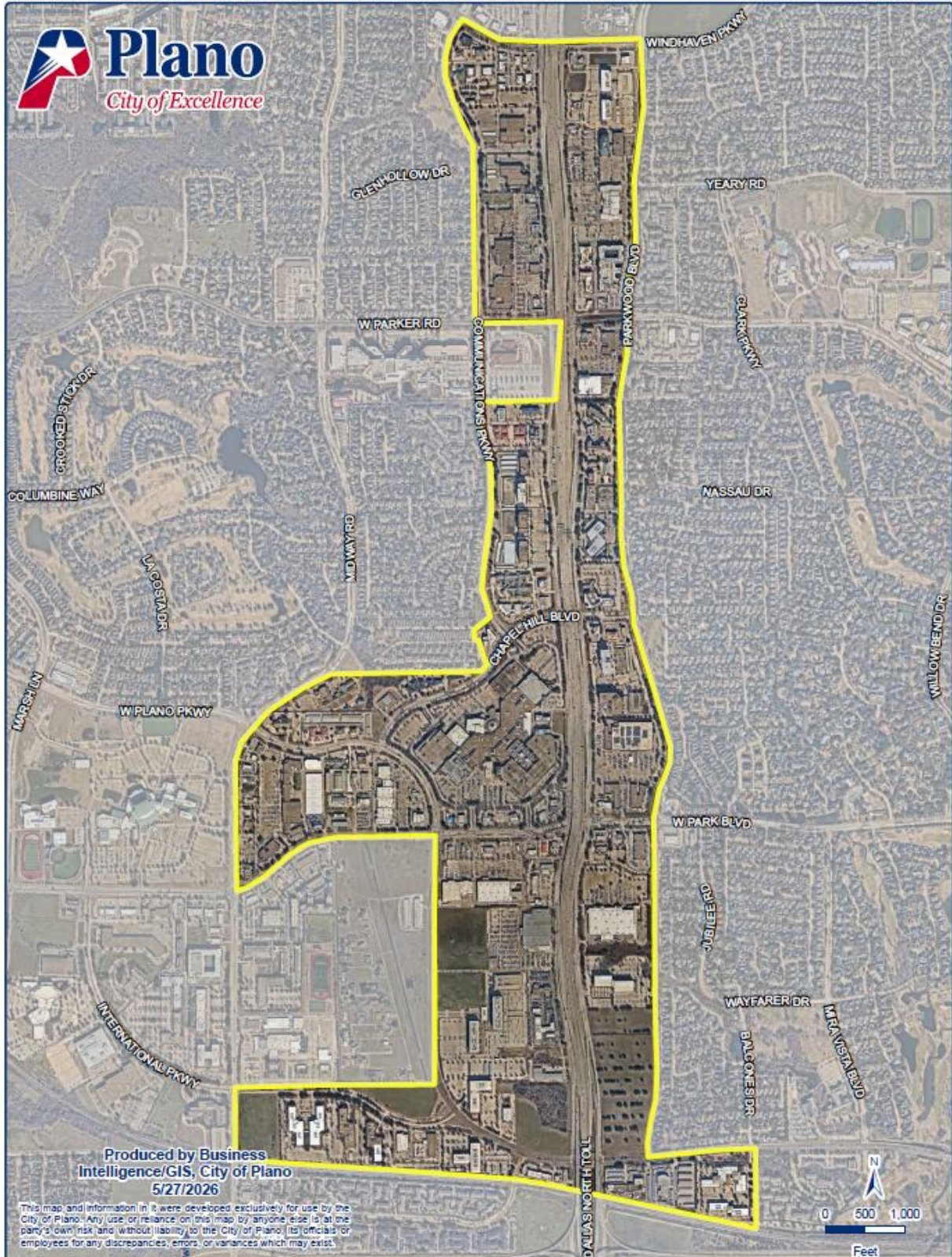


EXHIBIT B



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026
DEPARTMENT: Eco Dev
DIRECTOR: Doug McDonald, Director of Economic Development
AGENDA ITEM: Consideration of a Venue Project Resolution
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Consideration to approve a Resolution designating and providing for the planning, acquisition, establishment, development, construction, and renovation of a sports and community venue project under Chapter 334 of the Texas Local Government Code and designating methods of financing for the project, subject to voter approval at an election called for such purpose. **Adopted Resolution No. 2026-6-4(R)**

BACKGROUND

This agenda item represents a Resolution designating and authorizing the planning, acquisition, establishment, development, construction, and renovation of a sports and community venue project pursuant to Chapter 334 of the Texas Local Government Code, and identifying proposed methods of financing for the project, subject to voter approval at an election.

Prior to calling an election, Chapter 334, Section 334.022 of the Texas Local Government Code requires the City to submit the proposed venue project and financing plan to the Texas Comptroller of Public Accounts for review. The Comptroller must determine whether implementation of the proposed Resolution would have a significant negative fiscal impact on state revenue.

Through this Resolution, the City Council seeks to submit the proposed venue project description, together with the associated financing methods, to the Comptroller for review and approval as required by Chapter 334, Section 334.022, in connection with a proposed venue tax election to be considered at a future election date.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no immediate financial impact.

Approval of this Letter of Intent supports the City's Strategic Plan Critical Success Factor of Residential and Commercial Economic Vitality.

ATTACHMENTS:

Description	Upload Date	Type
Venue Project Resolution	6/1/2026	Resolution

A Resolution of the City of Plano, Texas, designating and providing for the planning, acquisition, establishment, development, construction, and renovation of a sports and community venue project under Chapter 334 of the Texas Local Government Code and designating methods of financing for the project, subject to voter approval at an election called for such purpose.

WHEREAS, the City of Plano, Texas (the “City”) is currently undertaking the planning, acquisition, establishment, development, and construction of a new multipurpose arena project for professional or amateur sports, entertainment and civic events and related infrastructure in The Shops at Willow Bend shopping mall area in the City under Chapter 311 of the Texas Tax Code (“Chapter 311”) and has created Reinvestment Zone Number Six, City of Plano, Texas pursuant to Chapter 311 (the “Zone”) and plans to use a portion of the tax increment revenues generated in the Zone to finance such undertaking; and

WHEREAS, Chapter 334 of the Texas Local Government Code (“Chapter 334”) authorizes the City to provide for the planning, acquisition, establishment, development, construction, and renovation of a sports and community venue project, subject to voter approval in a duly called election; and

WHEREAS, Chapter 334, Section 334.001(5) defines a “sports and community venue project” or “venue project” as a venue and related infrastructure that is planned, acquired, established, developed, constructed, or renovated under Chapter 334; and

WHEREAS, Chapter 334, Section 334.003 provides that the City may use Chapter 334 for a venue project relating to a venue and related infrastructure planned, acquired, established, developed, constructed, or renovated under other law, such as Chapter 311; and

WHEREAS, Chapter 334, Section 334.001(4) defines “venue” as an arena, coliseum, stadium, or other type of area or facility that is planned for use for one or more professional or amateur sports events, community events, or other sports events, including rodeos, livestock shows, agricultural expositions, promotional events, and other civic or charitable events, provided that a facility financed wholly or partly with revenue from a tax imposed under Subchapter H of Chapter 334 is not, or will not be, primarily used for community, civic, and charitable events that are attended only by residents of the community, and for which a fee for admission is charged or is planned to be charged; and

WHEREAS, Chapter 334, Section 334.001(3) defines “related infrastructure” to include any store, restaurant, on-site hotel, concession, automobile parking facility, area transportation facility, road, street, water or sewer facility, park, or other on-site or off-site improvement that relates to and enhances the use, value, or appeal of a venue, including areas adjacent to the venue, and any other expenditure reasonably necessary to construct, improve, renovate, or expand a venue, including an expenditure for environmental remediation; and

WHEREAS, Chapter 334, Section 334.021 requires the City, by resolution, to designate venue projects, including related infrastructure, and the proposed method of financing such venue projects; and

WHEREAS, the City Council of the City of Plano (the "City Council") desires to support the continued economic, cultural, and civic vitality of the City by providing for the development of a new multipurpose arena project for professional or amateur sports, entertainment and civic events in The Shops at Willow Bend shopping mall area in the City, including related infrastructure improvements; and

WHEREAS, accordingly, the City Council desires to designate as a venue project in accordance with Chapter 334 the construction of a new multipurpose arena project and related infrastructure for professional or amateur sports, entertainment and civic events in The Shops at Willow Bend shopping mall area in the City (the "Venue Project"); and

WHEREAS, in addition to the tax increment revenues generated in the Zone, if approved by the voters pursuant to Chapter 334, the City may finance the Venue Project through a combination of (i) the imposition of a short-term motor vehicle rental tax at the maximum rate of 5.0%, (ii) the imposition of a hotel occupancy tax at the maximum rate of 2.0%, subject to the statutory maximum combined hotel occupancy tax rate of 17%, (iii) the imposition of an event parking tax in an amount not to exceed \$3.00 per vehicle, (iv) the imposition of an event admissions tax at a rate not to exceed 10% of the price of admission to an event, and (v) the imposition of a venue facility use tax at an amount not to exceed \$5,000 per game on each member of a major league team that plays in the Venue Project; and

WHEREAS, the current combined hotel occupancy tax rate from all applicable sources in the City is 13.0%, and the proposed increase would raise the combined rate to 15.0%, which does not exceed the statutory maximum allowed under Chapter 334, Section 334.254(d); and

WHEREAS, before calling an election, Chapter 334, Section 334.022 requires the City to submit a copy of this Resolution to the Texas Comptroller of Public Accounts (the "Comptroller") who must review whether implementation of this Resolution would have a significant negative fiscal impact on state revenue and, if so, provide recommendations to mitigate such impact; and

WHEREAS, with this Resolution, the City Council desires to submit a venue project description, together with the proposed methods of financing for the Venue Project, to the Comptroller for review and approval as required by Chapter 334, Section 334.022 in connection with a proposed venue tax election to be held at an upcoming election date; and

WHEREAS, upon the earlier of (a) receiving written notice from the Comptroller that the implementation of this Resolution will not result in a significant negative fiscal impact on state revenue or (b) the expiration of 30 days from the date the Comptroller

receives a copy of this Resolution if no such written notice is provided by the Comptroller, the City Council may proceed to order an election in accordance with Chapter 334, to submit to the voters the question of approving and implementing this Resolution; and

WHEREAS, the City Council hereby finds and determines that this action is in the best interests of the citizens of the City and will enhance the economic vitality, cultural amenities, and public facilities of the City; and

WHEREAS, it is further found and determined that this Resolution is adopted pursuant to the requirements of and in conformity with Chapter 334, Section 334.021, and that the meeting at which this Resolution is adopted was open to the public, and that public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code.

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

Section I. VENUE PROJECT DESIGNATION

The City Council hereby designates, and subject to approval at a duly called election, authorizes the following Venue Project, which constitutes a “venue project” within the meaning of Chapter 334:

The planning, acquisition, establishment, development, construction, renovation, equipping, financing, maintenance, and operation of a new, state-of-the-art multipurpose arena for professional or amateur sports events, including, but not limited to, facilities for hockey games, concerts, entertainment events, community and educational events, and conventions, as well as all necessary and related site improvements, infrastructure, public spaces, parking facilities, utilities, roadways, drainage systems, landscaping, technology and communications systems, security systems, public art, signage, and wayfinding, located in or around The Shops at Willow Bend shopping mall area in the City; together with the planning, design, permitting, acquisition, construction, maintenance, operation, and improvement of all related or supporting infrastructure and facilities.

Section II. FINDINGS CONCERNING ELIGIBILITY

The City Council finds that the designated Venue Project:

- 1) Is not and will not be used primarily for community, civic or charitable events attended only by residents of the community; and
- 2) Is not a venue project described by Sections 334.2515 or 334.2517 of Chapter 334.

Section III. METHODS OF FINANCING

The City Council hereby designates the following methods of financing the Venue Project, subject to voter approval:

- 1) The imposition of a short-term motor vehicle rental tax within the City on gross rental receipts at a rate not to exceed 5.0%, as and to the extent authorized by Subchapter E of Chapter 334; and/or
- 2) The imposition of a hotel occupancy tax within the City at a rate not to exceed 2.0% of the price paid for a room in a hotel, as and to the extent authorized by Subchapter H of Chapter 334, resulting in a maximum combined hotel occupancy tax rate imposed from all sources in the City of 15.0% of the price paid for a room in a hotel, which does not exceed the 17% statutory maximum under Chapter 334, Section 334.254(d); and/or
- 3) The imposition of an event parking tax on each motor vehicle parking in a parking facility of the Venue Project in an amount not to exceed \$3.00 per vehicle, as and to the extent authorized by Subchapter G of Chapter 334; and/or
- 4) The imposition of an event admissions tax at a rate not to exceed 10% of the price of each ticket sold as admission to an event at the Venue Project, as and to the extent authorized by Subchapter F of Chapter 334; and/or
- 5) The imposition of a venue facility use tax in an amount not to exceed \$5,000 per game on each member of a major league team that plays a professional sports game in the Venue Project, as and to the extent authorized by Subchapter I of Chapter 334.

Section IV. SUBMISSION TO COMPTROLLER

The City Manager, or his designee, is hereby authorized and directed to submit a copy of this Resolution to the Comptroller, along with any additional information requested by the Comptroller for a determination regarding whether the implementation of this Resolution will have a significant negative fiscal impact on state revenue. If the Comptroller issues a written determination that the implementation of this Resolution will not have a significant negative fiscal impact on state revenue, or if no such analysis is provided within 30 days, the City Council may proceed to call an election pursuant to Chapter 334 on the question of approving and implementing this Resolution.

Section V. SEVERABILITY

If any provision of this Resolution or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect the other provisions or applications, and the remainder of the Resolution shall continue in full force and effect.

Section VI. INCORPORATION OF RECITALS

All of the above recitals are hereby adopted as findings of fact and incorporated into this Resolution as if fully set forth herein.

Section VII. FURTHER PROCEDURES

The Mayor, City Manager, Deputy City Managers, City Secretary, City Attorney and any other officer or agent of the City (each an "Authorized Officer"), and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name of the City all other such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, including the calling of an election under Chapter 334, and taking any other action contemplated by the Chapter 334.

Section VIII. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED on the 8th day of June, 2026.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/8/2026
DEPARTMENT: Engineering-Transportation
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Award RFB No. 2026-0159-B Vehicle Detection System Upgrade (Citywide), Project No. TP-S-00013
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Consideration to approve RFB No. 2026-0159-B Vehicle Detection System Upgrade (Citywide), Project No. TP-S-00013, for the Engineering Department to Albatross Construction LLC in the amount of \$8,500,000; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Engineering Department opened bids on February 19, 2026, for the Vehicle Detection System Upgrade (Citywide), Project No. TP-S-00013. The project includes replacing vehicle detection systems at 278 signalized intersections across the City of Plano. Vehicle detection systems allow traffic signals to recognize when vehicles are present at an intersection which helps traffic signals operate more efficiently by serving traffic only when needed and reducing unnecessary delay.

The lowest responsive and responsible bid was submitted by Albatross Construction LLC in the amount of \$8,500,000. A total of 4,555 vendors were notified, and seven complete bids were received, as shown on the attached bid recap.

This project will improve signal operations, reduce delays, support more reliable traffic flow, and reduce maintenance costs on detection equipment that is outdated and failing in increasing numbers.

If this project is not awarded, the City will continue relying on aging vehicle detection equipment that is becoming increasingly difficult to maintain. This may affect signal reliability, reduce the benefit of future cabinet upgrades, and require maintenance crews to continue supporting outdated systems.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is budgeted in the 2025-26 Street Improvement CIP and is planned for future years as well. Construction services for Vehicle Detection System Upgrade (Citywide), Project No. TP-S-00013, in the total amount of \$8,500,000 will leave a balance of \$1,335,855 for future expenditures.

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

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	3/17/2026	Bid Recap
Location Map	3/17/2026	Map

CITY OF PLANO

RFB CIP

Bid No. 2026-0159-B

Vehicle Detection System Upgrade (Citywide)

Project No. TP-S-00013

Bid Recap

Bid Opening Date/Time: Thursday, February 19, 2026 @ 2 p.m.

Number of Vendors Notified: 4,555

Number of Vendors Submitting “No Bids”: 18

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 7

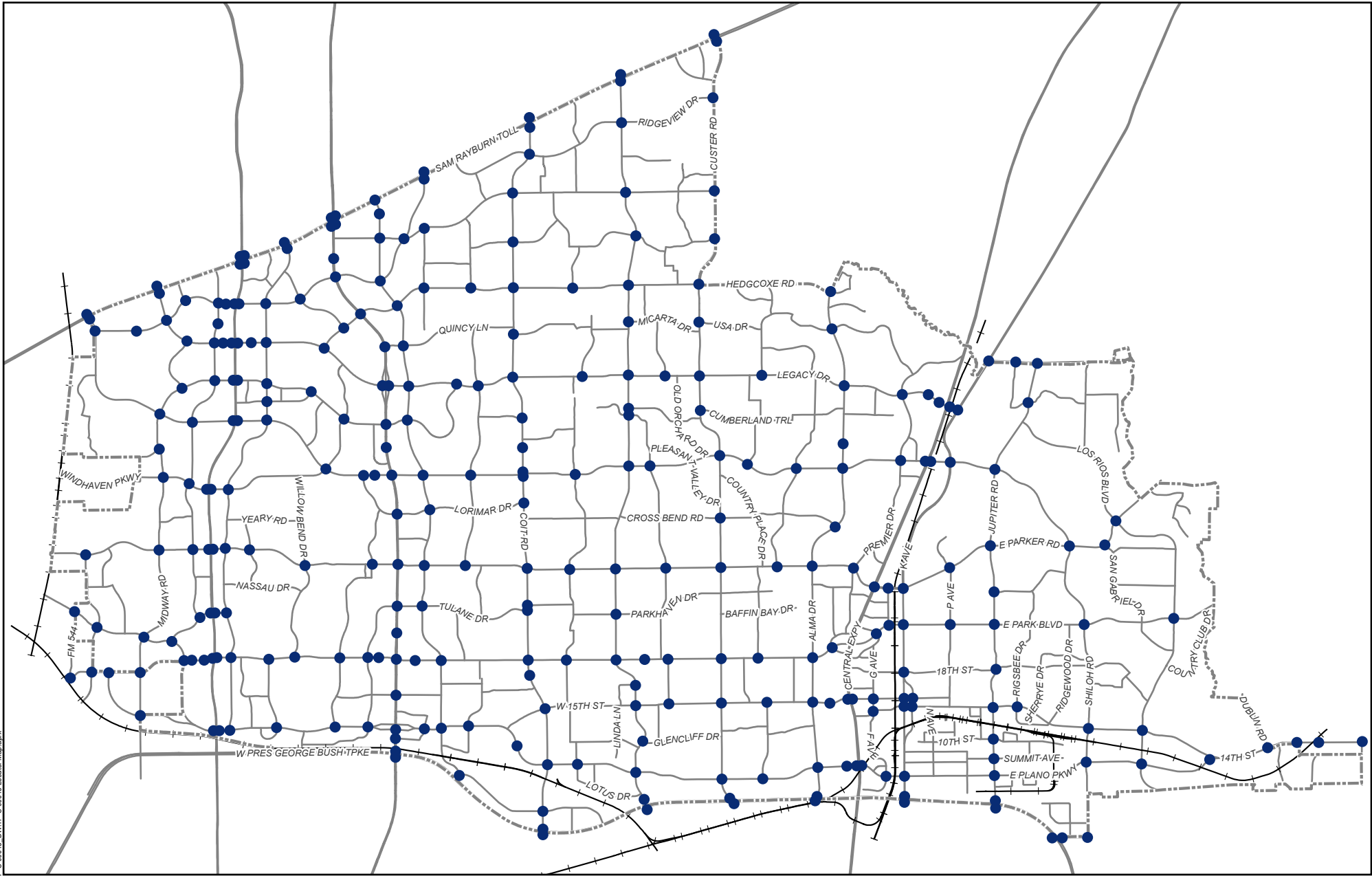
Vendor:

Total Bid

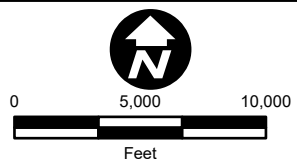
Albatross Construction LLC	\$8,499,999.99
Florida Traffic Control Devices, Inc.	\$9,210,880.00
Elecnor Belco Electric, Inc.	\$9,288,568.00
Yunex LLC	\$9,495,823.00
Highway Intelligent Traffic Solutions LLC	\$9,854,836.16
Lumin8 Transportation Technologies LLC	\$10,255,537.00
Durable Specialties, Inc.	\$10,294,949.00

Recommended Vendor:

Albatross Construction LLC	\$8,499,999.99
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Vehicle Detection System Upgrade (Citywide)

Project No. TP-S-00013

