REGULAR CITY COUNCIL MEETING
FRISCO CITY HALL
GEORGE A. PUREFOY MUNICIPAL CENTER
COUNCIL CHAMBERS
6101 FRISCO SQUARE BLVD.
FRISCO, TEXAS 75034

5:00 PM

TUESDAY, JUNE 05, 2012

AGENDA

CALL TO ORDER

1. ROLL CALL

CLOSED SESSION

2. Recess into Closed Session in compliance with Section 551.001 et. seq. Texas Government Code, to wit;

   A. Section 551.071. Meeting with City Attorney regarding a matter(s) in which the duty of the City Attorney under the Texas Disciplinary rules of Professional Conduct of the State Bar of Texas conflicts with the Open Meetings Act regarding:

      i. Receive legal advice concerning legal issues regarding Exide and lead issues.

   B. Section 551.087. Deliberation regarding commercial or financial information that the City has received from a business prospect and to deliberate the offer or other incentives to a business prospect.

3. Reconvene into Regular Session and take any action necessary as a result of the Closed Session.

INDIVIDUAL ITEMS

4. Recognition of Service for the Convention and Visitors Bureau Board of Directors, the Parks and Recreation Board and the Urban Forestry Board. (CSO/JP)

5. Present Certificates of Election and receive Statements of Elected Officials for Bob Allen and Will Sowell. (CSO/JP)

6. Issuance of Oaths of Office to Bob Allen, City Council Place 1, and Will Sowell, City Council Place 3. (CSO/JP)

7. Recess for reception honoring outgoing City Council Member Pat Fallon.

8. Reconvene into Regular Session after reception.

9. Consider and act upon nomination and election of Mayor Pro-Tem. (CSO/JP)

10. Consider and act upon nomination and election of Deputy Mayor Pro-Tem. (CSO/JP)

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

11. Frisco Garden Club

REPORTS

12. Parks and Recreation Monthly Report regarding Park and Trail Development, Facilities, Special Events and Youth Development

13. Library report on usage and programming activities

14. Engineering Services Monthly Report on Roads, Traffic, Water & Sewer Projects

15. Council Subcommittee reports for current activities of the Legislative, Governance, Frisco Square Management District and the Budget and Audit Committee.

CITIZEN INPUT (to begin approximately at 7:30 p.m.)

CONSENT AGENDA

(Items placed on the Consent Agenda are considered routine in nature and are considered non-controversial. The Consent Agenda can be acted upon in one motion. A majority of the Council is required to remove any item for discussion and separate action. Council members may vote nay on any single item without comment and may submit written comments as part of the official record.)

16. Consider and act upon approval of the April 17, 2012 Regular City Council meeting minutes. (CSO/JP)

17. Consider and act upon award of bid to Tiseo Paving Company and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for Stonebrook Parkway and 36-inch Water Line Improvements (Preston Road to DNT) and authorizing construction phase contingencies (Engineering/AH)

18. Consider and act upon approval of a Resolution authorizing the City Manager to execute an agreement with Southwestern Bell Telephone Company d/b/a AT&T Texas for Construction Services to relocate facilities along Stonebrook Parkway (Engineering\AH)

19. Consider and act upon approval of a Resolution authorizing the City Manager to execute an agreement with Southwestern Bell Telephone Company D/b/a AT&T Texas for Construction Services to relocate facilities on FM 423. (Engineering\JB)

20. Consider and act upon authorization for the City Manager to execute Change Order Number 1 to the Standard Construction Contract by and between the City of Frisco and Tiseo Paving Co., to construct the Lebanon at Starwood Intersection Improvements (Bid #1105-045) (Engineering/SL).

21. Consider and act upon approving a resolution authorizing the City Manager to submit an application for matching funds for Taychas Trail, Phase 2, from Collin County Parks and Open Space Funding Assistance Program. (Parks / JED)

22. Consider and act upon approval of purchase order to Capco Communications for relocation of fiber optic network line serving Frisco Police Station and Frisco High School. (Engineering/TJ)

23. Consider and act approval of a purchase order to 3M Company for the purchase of sign sheeting to be used by Traffic Division during the fiscal year 2012. (Public Works/TJ)

24. Consider and Act on a Resolution Authorizing the City Manager of the City of Frisco, Texas to Execute a First Amendment to the Annexation Agreement, dated August 18, 2009, between the City of Frisco, Texas and Bert Fields, Jr. (Dev. Ser./MW)

25. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the City Council to Development Services, pursuant to Subsection 6.19 of the Zoning Ordinance and/or Section 4.02 of the Subdivision Ordinance, regarding action taken by the Planning and Zoning Commission on any site plan or plat. Any written notice of appeal must be submitted to Development Services. (Development Services)

LEGISLATIVE AGENDA

(These items may legally require Council Action, but by Council Policy should be the City Manager's responsibility. The Legislative Agenda can be acted upon in one motion. The concurrence of two council members is required to remove any item for separate discussion and action. Council members may vote nay on any single item without comment and may submit written comments as part of the official record.)

26. Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Church on one lot on 5.0± acres on the east side of Independence Parkway, 2,300± feet north of Eldorado Parkway. Zoned Single Family-8.5 with a Specific Use Permit (S-202) for a Church. Neighborhood #6. Case No. SUP12-0004 (Development Services/SM)

27. Consider and act upon adoption of an Ordinance rezoning 5.0± acres located 600± feet east of Independence Parkway, 2,300± feet north of Eldorado Parkway from Single Family-8.5 with a Specific Use Permit (S-202) for a Church to Single Family-7. Neighborhood #6. Case No. Z12-0004 (Development Services/SM)

28. Consider and act upon adoption of an Ordinance on the voluntary annexation of 5.0± acres in the MEP & PRR Company No. 5 Survey, Abstract No. 941, Denton County, Texas, generally located on the south side of Gloryview Road, 1,300± east of Teel Parkway. Neighborhood #52. Annexation Case A12-0003. (Development Services/MW)

29. Consider and act upon adoption of an Ordinance on the voluntary annexation of 2,816.04± acres in the Collin County School Land Survey, Abstract No. 148; the B.J. Naugle Survey, Abstract No. 669; the C. Rogers Survey, Abstract No. 1133; the W. Bates Survey, Abstract No. 90; the W. Bates Survey, Abstract No. 83; the MEP & PRR Survey, Abstract No. 921; the MEP & PRR Survey, Abstract No. 941; the C. Jackson Survey, Abstract No. 665; the Samuel Whittenberg Survey, Abstract No. 1510; the C. Jackson Survey, Abstract No. 665; the L. Neatherly Survey, Abstract No. 962; the L. Landrum Survey, Abstract No. 764; the J. Hogue Survey, Abstract No. 1714; and the C.L. Smith Survey, Abstract No. 1185, Denton and Collin Counties, Texas, generally located north of Panther Creek Parkway, south of US Highway 380, between FM 423 and Preston Road. Neighborhood Nos. 3, 48, 51, 52, & 53. Annexation Case A12-0005. (Development Services/MW)

30. Consider and act upon adoption of an Ordinance rezoning 17.1± acres on the north side of Eldorado Parkway, 650± feet east of Teel Parkway from Planned Development-218-Office-1 to Single Family-7. Neighborhood #48. Zoning Case Z12-0003. (Development Services/MW)

REGULAR AGENDA

31. Consider and act upon the adoption of a fence ordinance.

32. Public Hearing: A request to amend Subdivision Ordinance No. 09-07-38 to incorporate the new Engineering Standards and consider and act to direct staff to prepare an Ordinance of the same. SA11-0001 (Engineering Services/EM)

33. Consider and Act Upon Appointment of a Board Member to the Frisco Square Management District Board. (CMO/NL)

34. Consider and act upon selecting a Council Member as well as a Citizen at-large to serve on the Grand Park steering committee. (Parks/DR)

35. Consider and act upon appointment to fill a vacancy on the Election Committee. (CSO/JP)

36. City Council discussion with City Staff concerning any actions required by City Staff as a result of any item on tonight's agenda.

37. Discussion on Governance Monitoring of present City Council Meeting.

ADJOURN

CERTIFICATION

Henry Hill, Deputy City Manager, certifies that this Notice of Meeting was posted on the outside bulletin board, at the City Hall of the City of Frisco, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time:

By Friday, June 1, 2012 at 5:00 PM and remained so posted at least 72 hours before meeting was convened.

If during the course of the meeting covered by this notice, the City Council should determine that a closed or executive meeting or session of the City Council or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the City Council at the date, hour and place given in this notice as the City Council may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

Texas Government Code Section:

§ 551.071 – Private consultation with the attorney for the City.
§ 551.072 – Discussing purchase, exchange, lease or value of real property.
§ 551.074 – Discussing personnel or to hear complaints against personnel.

NOTICE

Pursuant to City of Frisco Ordinance Number 01-04-29 all speakers other than City of Frisco Staff are limited to five (5) minutes per item except by prior consent of the City Council.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

The Frisco City Hall is wheelchair accessible. Access to the building and special parking are available at the primary north entrance facing Frisco Square Blvd. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at (972) 292-5025 or by FAX (972) 292-5028. BRAILLE IS NOT AVAILABLE.

AGENDA ITEM #4.

PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

Cc: **George A. Purefoy, City Manager**

From: **Jenny Page, City Secretary**

Date: **5/21/2012**

Agenda Caption: Recognition of Service for the Convention and Visitors Board, the Parks and Recreation Board and the Urban Forestry Board.

The following Boards will be recognized during the City Council meeting on June 5, 2012. There will be a short recess and refreshments following the presentation of awards.

Convention and Visitors Bureau Board of Directors

Bill Bretches, Place 1
Peter Streit, Place 2
James (Tom) Lewis, Place 3
Keith Britton, Place 4
Jason Young, Place 5
Randall Burks, Place 6
Lara Hansen, Place 7
Randy Locey, Place 8
Gordon Barr, Place 9
Steve Lay, Place 10- Ex Officio At-Large
Charles Wright, Place 11- Ex Officio At Large

Parks and Recreation Board

Michael Gfeller, Place 1
Dick Abernethy, Place 2
Robert Medigovich, Place 3
Bob Clark, Place 4
Ed Mahoney, Place 5
Hunt Reifschneider, Place 6
Nicolas Ostrowski, Place 7

Urban Forestry Board

Amy Deatherage, Place 1
Marc Kirkland, Place 2
Loren Sauer, Place 3
Mike Zapata, Place 4
Lee Shearer, Place 5
Fred Rogers, Place 6
Dave Preston, Place 7

AGENDA ITEM #5.

CERTIFICATE OF ELECTION

In the name and by the authority of

The City of Frisco

THIS IS TO CERTIFY that at a General Election held on

May 12, 2012

Robert Allen

was duly elected

CITY COUNCIL, PLACE 1

OF THE CITY OF FRISCO, TEXAS

In testimony whereof, I have hereto signed my name and caused the Seal of Frisco, Texas to be affixed this the 5th day of June, 2012.

_____

Jenny Page, City Secretary

CERTIFICATE OF ELECTION

In the name and by the authority of

The City of Frisco

THIS IS TO CERTIFY that at a General Election held on

May 12, 2012

WILLIAM SOWELL

was duly elected

CITY COUNCIL, PLACE 3

OF THE CITY OF FRISCO, TEXAS

In testimony whereof, I have hereto signed my name and caused the Seal of Frisco, Texas to be affixed this the 5th day of June, 2012.

_____

Jenny Page, City Secretary

STATEMENT OF ELECTED/APPOINTED OFFICER

I, Robert Allen, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OR PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

June 5, 2012
Date

Officer's Signature

City Council, Place 1
Position to Which Elected/Appointed

Frisco, Texas, Collin and Denton Counties
City and/or County

STATEMENT OF ELECTED/APPOINTED OFFICER

I, Will Sowell, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OR PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

June 5, 2012
Date

Officer's Signature

City Council, Place 3
Position to Which Elected/Appointed

Frisco, Texas, Collin and Denton Counties
City and/or County

AGENDA ITEM #6.

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Robert Allen, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of CITY COUNCIL MEMBER, PLACE 1, of the City of Frisco, Texas and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State and comply with the City Charter relative to the conflict of interests, the open meeting law, the misuse of official information and acceptance of gifts, so help me God.

_____
Robert Allen, City Council Place 1

SWORN TO and subscribed before me by affiant on this 5th day of June, 2012.

_____
Jenny Page, City Secretary

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, William Sowell, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of CITY COUNCIL MEMBER, PLACE 3, of the City of Frisco, Texas and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State and comply with the City Charter relative to the conflict of interests, the open meeting law, the misuse of official information and acceptance of gifts, so help me God.

_____
William Sowell, City Council Place 3

SWORN TO and subscribed before me by affiant on this 5th day of June, 2012.

_____
Jenny Page, City Secretary

AGENDA ITEM #9.

PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

Cc: **George A. Purefoy, City Manager**

From: **Jenny Page, City Secretary**

Date: **5/21/2012**

Agenda Caption: Consider and act upon nomination and election of Mayor Pro-Tem.

Action Requested: Nominate and elect a member of council to serve as Mayor Pro-Tem

Background Information: City of Frisco Charter Section 3.05(2) requires that the Mayor pro-tem shall be elected at the first council meeting after the election. The Mayor Pro-Tem shall act as Mayor during disability or absence of the Mayor and in this capacity shall have the rights conferred upon the Mayor.

Staff Recommendation: Nominate and elect a council member to serve as Mayor Pro-Tem.

AGENDA ITEM #10.

PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

Cc: **George A. Purefoy, City Manager**

From: **Jenny Page, City Secretary**

Date: **5/21/2012**

Agenda Caption: Consider and act upon nomination and election of Deputy Mayor Pro-Tem.

Action Requested: Elect a member of council to serve as Deputy Mayor Pro-tem.

Background Information: Section 3.05(3) of the City of Frisco Charter requires that the Deputy Mayor Pro-Tem be elected from the council members, during the first council meeting after the election. The Deputy Mayor Pro-Tem shall act as Mayor during the disability of the Mayor and Mayor Pro-Tem, and in this capacity shall have the rights conferred the Mayor.

Staff Recommendation: Nominate and elect a member of council to serve as Deputy Mayor Pro-Tem.

AGENDA ITEM #12.

PARKS & RECREATION DEPARTMENT

CITY OF FRISCO

6726 WALNUT STREET
FRISCO, TEXAS 75034
TEL 972.292.6500 · FAX 972.335.4091
WWW.FRISCOFUN.ORG

Parks and Recreation Report: City Council Meeting of June 5, 2012

Hike and Bike Trail Projects

Chapel Creek Hike and Bike Trail Extension

Description – This project will provide for additional linkage of the existing trail to the east towards Preston Road, with the expansion of the subdivision.
Previous Status – Staff continues to stay in contact with the developer of this project, but at this time, there has been no further movement on the subdivision that would cause the hike and bike trail project to be considered.
Current Status – Staff is hopeful that with some upturn in the building community this project will work itself to move forward. Staff will make contact with the developer in the next month to verify the status of development at that time.

Cottonwood Trail – A-6

Description – This project provides for the development of a trail system that will run along Cottonwood Creek from North County Road to Frisco Street.
Previous Status – Staff continues to work towards acquiring an easement that is needed to finalize the components for the construction of this trail system. We are hopeful that this can be resolved over the next 30-45 days.
Current Status – Since the time of the last report, staff has been able to acquire the easement needed for the trail work to be done. As a result of this, staff publically bid the project and are currently evaluating the bids in order to bring to City Council for their consideration. Unless there are concerns with the submitted qualified bid, staff should be taking an agenda item to Council for their consideration in June.

Hickory Street Trail

Description – This project provides a connection from Preston Road, westward along Hickory Street and connects to the Oakbrook Park site.
Previous Status – A final walk through inspection was conducted by the Engineering Services Department and they are waiting on information from the contractor as a result of that inspection. We are hopeful that all information will be satisfactory and that the project can be finalized within the next 30-45 days.
Current Status – All items for the project are now complete. As a result, staff will remove this item for the July report.

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Latera Trail

Description – This project would provide a linkage from the existing hike and bike trail corridor, near the Dominion Development in the northeast quadrant of City, through the Latera Development and to Preston Road.

Previous Status – Staff continues to monitor and wait for new plans to be submitted that will affect the area in which the hike and bike trail has been identified. We are hopeful that this will occur within the next month.

Current Status – Staff is communicating with the developer to see if there has been enough building progress within the subdivision to trigger the development of the hike and bike trail system.

Main Street – Off Street Trail

Description – This project will entail an off street trail between the Dallas North Tollway (DNT) westward to FM 423.

Previous Status – Staff is working with the contractor for the hike and bike trail construction work to identify when mobilization and work would commence. Based on current progress, I would anticipate the work to begin within the next month and continue during the summer.

Current Status - Work on the trail project is expected to begin in earnest in early June. Once begun, this work should continue throughout the summer and be near completion by September.

United States Corps of Engineers 1135 Project

Description – This project provides for the development of a soft trail system providing a connection from B.F. Phillips Community Park westward to FM 423 and Lake Lewisville.

Previous Status – Progress on the project continues to stay on track by the Corps of Engineers and the planning consultant for the Corps. This work is anticipated to continue for the next 10-12 months before being completed.

Current Status – Work by the planning consultants for the Corps of Engineers continues to take place and is still on schedule. Once these are done in 2013, Federal funding for the project will be required to take place before the project can officially be built.

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Facilities and Capital Projects Highlights

Senior Center at Frisco Square

Current Status – April, 2012

Senior Center	Previous Month		Year-To-Date	
	FY12	+/- from FY11	FY12	+/- from FY11
Membership Visits	4,463	-5.5%	32,785	0.9%
Total Members	1,857	1.2%	N/A	N/A
Membership Revenue	$459	36.2%	$3,255	-20.9%
Program Revenue	$5,915	-14.7%	$42,247	18.5%
Total Revenue	**$6,374**	**-12.3%**	**$45,502**	**14.4%**
Membership Expense	$28,940	-9.2%	$188,515	-0.1%
Program Expense	$12,125	-23.5%	$82,164	-6.3%
Total Expense	**$41065**	**-13.9%**	**$270,679**	**-2.1%**

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Frisco Athletic Center

Current Status – April, 2012

Frisco Athletic Center	Previous Month		Year-To-Date	
	FY12	+/- from FY11	FY12	+/- from FY11
Membership Visits	48,738	0.2%	328,699	9.7%
Total Members	13,446	6.0%	N/A	N/A
Total Accounts	4,400	5.4%	N/A	N/A
Membership Revenue	$ 210,512	10.4%	$1,542,523	7.0%
Program Revenue	$ 214,016	2.7%	$ 552,869	2.5%
Total Revenue	**$ 424,528**	**6.4%**	**$2,095,392**	**5.8%**
Membership Expense	$ 180,661	-19.9%	$1,196,197	6.3%
Program Expense	$ 68,196	-8.8%	$ 427,222	2.5%
Total Expense	**$ 248,857**	**-17.2%**	**$1,623,419**	**5.3%**

Ongoing Maintenance of Maturing Areas of the City

Reinvestment to current park assets

Bi-Centennial Park

Description – The renovation of this park site will occur in a couple of phases over the next couple of years. The initial phase of work entailed the construction and installation of a water spray ground that opened in the summer of 2009. The next phase of work will include additional parking for the spray ground, as well as other amenities such as landscaping, seating areas, and possible pavilions for this area.
Previous Status – Work on the project is moving forward as scheduled. Some preliminary geo tech work will be scheduled to take place at the park this next month prior to bidding the project this summer.
Current Status – Staff remains on schedule to publically bid the work in July or August, with work taking place after that point in time.

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Oakbrook Park

Description – The scope of this project entails the replacement of the playground system at Oakbrook Park that has been in place for over ten years. Typically, the replacement cycle for a playground system is approximately ten years. That stems from use as well as updated standards that require new updated equipment. Included in the project along with the installation of a new play system will be the replacement of surface material, sidewalk access to the parking area as well as sidewalk access to the existing pedestrian bridge there at the park.

Previous Status – To date, the sidewalks, park signage, retaining wall, benches, picnic tables, turf establishment and bollards have been installed at the park. Solar lights are to be installed at the park once received and staff is currently finalizing cost for basketball goals and posts for the outdoor court there at this time. Installation of those elements would be forthcoming over the next several weeks as delivery would take place.

Current Status – During the month of May, the solar lights for the park have been installed and the outdoor court has been power washed in order to be re-striped. The old basketball goals have been removed and new goals are expected to be installed within the next 2-3 weeks. Once this has been accomplished, the project should be substantially complete and a final walk through will take place.

Park Development

Neighborhood Parks Currently Being Developed

Miramonte Park Site

Description - Located north of Panther Creek Parkway, east of Preston Road and west of Hillcrest Parkway, this neighborhood park is located in the Miramonte development and will be adjacent to an elementary school for the Prosper Independent School District. The project will be divided into two separate projects with the first involving the initial development of the park by the subdivision developer. Future development of the park will take place at some undetermined point in time as funding is identified in the Park Development Plan.

Previous Status – The developer continues to work on final construction plans for the park and this should be completed within the next 30-45 days so that construction can begin during the summer.

Current Status – Plans for the park were completed and work by the developer has begun. Construction at the park will continue through the summer and staff will be overseeing that work until final completion.

Neighborhood Parks being Master Planned

At this time, there are no neighborhood parks that are scheduled to be master planned.

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Community Park Construction

Community Parks being Master Planned

No Community Parks are currently being master planned at this time. Both the Parks and Recreation Board and the Frisco Community Development Corporation will be meeting and discussing which of the two current undeveloped community parks (Northwest and Northeast Community Park) will move forward with master planning.

Current Status – During the joint meeting of the Parks and Recreation Board and the Frisco Community Development Corporation on May 10, 2012, it was the consensus of the two boards that the most likely community park to be master planned next would be the Northwest Community Park. Staff will begin to look at possible planning consultants to move forward with that project.

Community Parks Currently Being Developed

Establishment of Alternative Water Systems at Harold Bacchus, B.F. Phillips, Frisco Commons and Warren Sports Complex

Description – The scope of this overall project is to provide a re-use water system at B.F. Phillips Community Park and provide for the installation of wells for an alternative water source at Warren Sports Complex, Harold Bacchus Community Park and at the Frisco Commons park site.

Previous Status – Over the past month, work on the well at Harold Bacchus Community Park was completed. Work on the Warren Sports Complex well continues to take place and should be close to completion by the end of May. The contractor will begin work on the well at Frisco Commons in the beginning of May and work will likely continue to June. Finish up work on the re-use system at B.F. Phillips Community Park should be close to completion by the beginning of June.

Current Status – All three wells have been logged and testing of the pump systems at Warren Sports Complex and at Frisco Commons should occur in the last week of May. Electrical tie in for all three wells should be occurring by June 1, 2012 and as a result, the contractor is anticipating that all wells will be operational by the week of June 11-17, 2012.

Warren Sports Complex

Description – The scope of this project is to design and provide for the development of additional permanent parking at Warren Sports Complex, specifically in the northern section of the park nearest the youth football/soccer field area.

Previous Status - Bids for the parking lot improvements to Warren Sports Complex were accepted in April. Staff has reviewed the bids and is prepared to present a recommendation to the City Council to award this work in May.

Current Status – The City Council approved the bid for the parking lot construction and contracts are currently being completed. Once that has occurred, the contractor should begin mobilizing at the site and beginning construction. Work should continue and be at or near completion by September 1, 2012.

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Grand Park

Description – Located with boundaries that run north along Cotton Gin Road, from the Dallas North Tollway west to Legacy Parkway, and to the south to Stonebrook Parkway, this 282 ± acre park will serve as the City's primary regional park site. The master plan for the Grand Park was revised in 2011 and work is currently moving forward for the design and permitting of the park's initial development.

Previous Status – Staff is working on bringing back the Grand Park subcommittee over the next 60 days to begin looking at Phase I improvements to the park. Dates for the subcommittee meeting will be determined over the next month.

Current Status – Staff will be seeking input from Council regarding the membership makeup for the Grand Park subcommittee in June. It was the consensus of the Parks and Recreation Board and the FCDC that the following makeup be considered.

- 1 – City Council member;
- 1 – City Council citizen at-large appointee;
- 2 – Park and Recreation Board members;
- 2 – Frisco Community Development Corporation board members; and
- 1 – Frisco Economic Development Corporation board member

Cottonwood Linear Park

Description – Located along Cottonwood Creek, primarily from Legacy Parkway westward to Teel Parkway, this is a partnership project between the developer of Shaddock Creek Estates and the City in an effort to provide development and to transfer ownership of the property to the City.

Previous Status – Staff is working to confirm a meeting with the developer in May to see if the project can begin moving forward.

Current Status – Staff will be meeting with the developer in early June to discuss the existing developer's agreement and the ability to move forward with the project.

Special Parks and Facilities

B.F. Phillips Community Park

Description – Development of a disc golf course facility.

Previous Status – Dash's Track was dedicated and had its official tournament to a great turnout on the morning of April 7, 2012. Since that time, the course has received a large amount of attention and good response from players and residents.

Current Status – The course continues to mature and evolve. Staff will continue to work with the players to ensure that the playability and enjoyment of the course continues. .

PARKS & RECREATION DEPARTMENT

CITY OF FRISCO

6726 WALNUT STREET
FRISCO, TEXAS 75034
TEL 972.292.6500 · FAX 972.335.4091
WWW.FRISCOFUN.ORG

Special Events

Recently completed events:

Mayor's Youth Council Dodge Ball Tournament – On Saturday, April 21, 2012, 14 dodge ball teams, made up from Frisco High Schools as well as a special team with the Mayor and various Council members participated in the Mayor's Youth Council tournament benefiting Frisco Family Services at the Frisco Athletic Center. Everyone had a great time and the Youth Council was looking forward to looking at this event again in the future.

Upcoming Events:

Dive-In Movie Series – Cool off from the summer heat by bringing the family to the Frisco Athletic Center Outdoor Aquatic Center to one of our summer Dive-In Movies on Friday, June 28 – "Dolphin Tale;" Friday, July 13 (adult's only) – "Jaws;" and Friday, July 27 – "The Adventures of Tin Tin." Participants can enjoy the movie while floating around in the lazy river or bring a towel and relax on the lawn. Tickets are $5 each. Children under 2 are free June 29 and July 27 but must have a ticket for entry.

New this year, a well deserved date night can be enjoyed by adults ages 18 and older. Friday, July 13, "Jaws" will be showing on the big screen. There will be free childcare for children eight weeks to twelve years old available in the Zone and Fun Club for FAC members. Childcare for non-members is $5 per child. Childcare is limited, reservations must be made early. Tickets are already on sale at the Frisco Athletic Center.

Summer Jams Concert Series
On Saturday, June 23rd, Bounce for Fun will be sponsoring a summer concert at Warren Sports Complex showcasing Brave Combo. Additionally, there will be several inflatables featuring themed bounce houses, obstacle courses, and a giant slide. Face painting and concessions will also be available. There is no admission fee to the event, and it will run from 6:00 p. m. – 9:00 p.m. Those in attendance are encouraged to bring lawn chairs and blankets. We look forward to seeing you then!

AGENDA ITEM #13.

April 2012 - Library Report on Usage and Programming Activities

	Apr 2012	Apr 2011	% Change		Year - To - Date FY2012	Year - To - Date FY2011	% Change	
Total In-Library Transactions	**140,394**	131,479	7%		**1,008,822**	901,920	12%	
Total Circulation	**106,213**	93,872	13%		**743,915**	646,823	15%	
In-House Use	**18,412**	18,051	2%		**114,490**	110,934	3%	
New Cardholders	**983**	1,002	-2%		**8,403**	6,915	22%	
Reference Questions	**10,442**	9,589	9%		**74,698**	69,806	7%	
Onsite Computer Users	**4,422**	4,824	-8%		**33,219**	38,393	-13%	
Program Attendance	**3,972**	3,811	4%		**29,883**	26,773	12%	
Interlibrary Loan	**620**	330	88%		**4214**	2276	85%	
Total E-Branch Transactions	**56,158**	38,985	44%		**398,977**	266,033	50%	
E-Branch Transactions Per Capita	**0.44**	0.32	38%		**0.46**	0.34	35%	
E-Branch Transactions Per FTE	**1,404**	975	44%		**1,439**	1,003	43%	
Database Searches	**14,957**	11,555	29%		**106,643**	82,686	29%	
Library Website Sessions	**32,843**	23,779	38%		**241,163**	161,417	49%	
Downloadables Circulation	**8,322**	3,550	134%		**50,811**	21,113	141%	
Downloadables Circ. As % of Total Circ.	**7.8%**	3.8%	105%		**6.8%**	3.3%	106%	
Online Homework Help	**36**	101	-64%		**360**	817	-56%	
Total Cardholders	**81,750**	76,288	7%		**81,750**	76,288	7%	
Patron Visits	**40,534**	50,499	-20%		**302,177**	310,951	-3%	
Library Assets - Collection	**178,720**	167,745	7%		**178,720**	167,745	7%	
Library Volunteer Hours	**323**	458	-29%		**2862**	2677	7%	
Benchmarked Statistics								**[1]Benchmark Group**
Total In-Library Transactions Per Capita	**1.11**				**1.16**			**0.94**
Total In-Library Transactions Per FTE	**3,510**				**3,668**			**2,352**
Collection Size Per Capita	**1.41**				**1.41**			**1.86**
Square Feet Per Capita	**0.40**				**0.40**			**0.52**
Patron Visits Per Capita	**0.32**				**0.35**			**0.36**
Patron Visits Per FTE	**1,013**				**1,091**			**898**

[1] Benchmark group is Plano, Allen, McKinney, Carrollton, and Denton. Data source is the Texas State Library & Archives Commission.

Library Report on Programming and Usage Activities
April 2012

1) Analysis of Statistical Report

Significant variations or changes in the April and FY2012 cumulative report:

- April 2012 circulation was up 13% over April 2011. For the year, circulation is up 15% over 2011. Other year-to-date key measures are continuing to perform as described below:
    - E-book and E-audiobook downloads are up 140% over last year. April's 'downloads as a percentage of total circulation', at 7.8%, is a new high for the library.
    - Total cardholders count is up 7% over 2011, reflecting continuing Frisco population growth.
    - Usage of the library website is up 49% over the same period last year which can be attributed to the introduction of, and awareness around, a new website with improved navigation, enhanced graphical interfaces, fast access to online resources, and better integration with the online catalog and account system.
    - Inter-library loan usage is running 85% higher than 2011 due to our shifting the process into a self-service mode where patrons can place their own book requests on a 24/7 basis;
    - Patron visits for April were down over the same month last year. We believe this is due to a change in the door-counter measurement devices as new electronic devices were recently deployed. The library is performing tests to determine how much this factor may be contributing to the change.

2) Upcoming Events

- Our 2012 Summer Reading events will kick off June 5th. Staff is ready for thousands of children and adults to read and log tens of thousands of books. As always, there will be programs for all age groups including the highly popular K-5 programs on Mondays. This summer, for the first time ever, the library is offering some evening Monday programs. This will give more of an opportunity for working parents to participate with their children.
- We encourage everyone to come in early and pick up their Summer Reading logs. All of our Summer Reading information is available online at www.friscolibrary.com//summer2012.

AGENDA ITEM #14.

Engineering Services Monthly Report on Roads, Traffic, Water and Sewer Projects: City Council Meeting- June 5, 2012

Engineering Highlights – Elizabeth Metting:

- **Construction Inspections** – Construction Inspectors have 196 current projects that are at various stages of construction.

- **Pre-construction Meetings** – Staff held 7 pre-construction meetings for new projects:

    1. John Hickman Parkway
    2. Frisco Commerce Center Ph1
    3. NWC Eldorado & Teel, BlA, Lt 2
    4. FISD High School #7, Bl A, Lts 1&2
    5. North Court Villas
    6. Prestmont Center Bl B, Lt 2R (Academy)
    7. Frisco High School, Block A, Lot 1

- **Project Final Acceptances** – There were 9 projects accepted.

    1. Teel Crossing Shopping Ctr. 2,Bl A,Lt 7
    2. Dominion at Panther Creek, Ph 4B
    3. Eldorado Commons, Block A, Lot 3
    4. The Arbors at Willow Bay South, Ph 2
    5. Stonewater Crossing, Ph 2
    6. Richwoods, Ph 1
    7. Richwoods, Ph 1 - Offsite Sanitary Sewer
    8. Richwoods, Ph 2
    9. Richwoods, Ph 3

Project Reviews – Staff has completed Forty Eight (49) engineering reviews.

- **American with Disabilities Transition Plan**

    The goals and objectives of the ADA Transition Plan are to improve accessibility for all citizens, encourage participation from the public and disabled community, educate City staff and the public on the requirements of the ADA, develop a comprehensive list of barriers, provide a detailed outline of methods to remove barriers, provide realistic schedule with cost for removal of barriers, and to

identify funding sources and opportunities to implement a barrier removal program. This project is anticipated to be complete by December 2012.

Field audits of city facilities have been conducted. The audits focused on a limited number of locations of each type of city facility including buildings, signalized intersections, sidewalks, and parks. Future audits will be directed toward remaining unaudited facility locations. The next phase of the project will be to identify any deficiencies and develop a project list and cost estimate to bring these facilities into compliance.

Roadway Construction Projects

FM 423 [Middle] (CIP03-0109) Stewart Creek to Eldorado Pkwy
Project Manager: Jason Brodigan
Project Description: *Replace the existing two-lane asphalt roadway with a six-lane concrete divided roadway. Project includes paving and drainage.*
Project Update: *Austin Bridge and Road has begun paving the three northbound lanes.*
Construction End: 9/4/2012 ***Estimated Construction Cost: $0***

Custer Road [FM 2478] (CIP05-0028) Stonebridge to US 380
Project Manager: Jason Brodigan
Project Description: *Replace the existing two-lane asphalt roadway with a six-lane concrete divided roadway. Project includes paving, drainage, and signals.*
Project Update: *All lanes of Custer have been opened to traffic. The contractor is completing medians and sidewalks prior to project completion.*
Construction End: 6/29/2012 ***Estimated Construction Cost: $179,005***

Preston Road [SH 289] (CIP05-0031) Main St to US 380
Project Manager: Jason Brodigan
Project Description: *Replace the existing two-lane asphalt roadway with a six-lane divided concrete roadway. Project includes paving and drainage.*
Project Update: *Sinacola is working on completing southbound lanes between Main Street and Preston Manor.*
Construction End: 6/29/2012 ***Estimated Construction Cost: $10,166,838***

Independence Parkway (CIP10-0004) Main Street to North City Limits
Project Manager: Tin Nguyen
Project Description: *Widen the existing two-lane concrete roadway to a four-lane divided concrete roadway. Project includes paving, drainage, water, sidewalks, lighting, landscaping and irrigation.*
Project Update: *Contractor is working on the preliminary as-built.*
Construction End: 6/12/2012 ***Estimated Construction Cost: $3,245,295***

CR 710 [Sanctuary Drive] (CIP10-0008) Peaceful Lane to Rogers Road
Project Manager: David L Chacon
Project Description: *Replace the existing two lane asphalt/gravel roadway with a two lane concrete roadway from Peaceful Lane to Rogers Road*
Project Update: *Construction is underway*
Construction End: 8/18/2012 ***Estimated Construction Cost: $869,584***

John Hickman (CIP11-0028) Preston to Ohio
Project Manager: Toyin Fawehinmi
Project Description: *Construct new 37' Roadway and intersection at Preston. Project includes grading, paving, drainage, water, illumination, and signal at Preston.*
Project Update: *McMahon Contracting LP was the lowest bidder and selected as the contractor. Construction is underway starting with the installation of storm and sanitary sewer lines*

Construction End: 9/29/2012 ***Estimated Construction Cost: $1,314,663***

2012 Annual Sidewalk (CIP12-0001)

Project Manager: Tin Nguyen

Project Description: *Additions to sidewalk throughout the city. Walking routes to schools are a primary focus.*

Project Update: *Contractor started construction on May 10, 2012 and expected to be completed in late August, 2012.*

Construction End: 9/7/2012 ***Estimated Construction Cost: $275,000***

Roadway Design Projects

Coit Road (CIP10-0002) Main Street to Eldorado Parkway

Project Manager: Jason Brodigan

Project Description: *Replace the existing two-lane asphalt roadway with a four-lane divided concrete roadway. Project includes paving, drainage, water, lighting, landscaping, and irrigation.*

Project Update: *Design is complete. Right of way acquisition is underway. Construction will begin once franchise utilities are relocated.*

Construction Begin: 9/4/2012 ***Estimated Construction Cost: $5,650,072***

Phillips Creek Ranch Hike & Bike Trail (CIP11-0009)

Project Manager: Jason Brodigan

Project Description: *Through TxDOT grant, install median landscaping and hike and bike trails along Stonebrook Parkway and Lone Star Parkway.*

Project Update: *Design is complete. The project is expected to bid in July and construction should begin in August.*

Construction Begin: 8/6/2012 ***Estimated Construction Cost: $5,400,000***

Memorial Drive-Navaho to Spring Creek (CIP11-0016) Navaho Lane to Spring Creek Pkwy

Project Manager: Jason Brodigan

Project Description: *Construct a new four-lane divided concrete roadway including a bridge under the BNSF Railroad and the intersection with Town & Country. Project includes paving, drainage, retaining wall, sidewalk, lighting, landscaping and irrigation.*

Project Update: *Design is approximately 60% complete. Construction, to be administered by The Colony, is expected to begin in Fall 2012 with Railroad bridge work. A separate roadway project will be constructed in 2013.*

Construction Begin: 9/20/2012 ***Estimated Construction Cost: $0***

Cotton Gin Road-Guinn Gate to Diamond Pt (CIP11-0017) Daimond Point to 1400 feet south

Project Manager: Tin Nguyen

Project Description: *Build approximately 1400 feet of two southbound lanes of Cotton Gin Road from north of Guinn Gate to Diamond Point.*

Project Update: *Design work has begun.*

Construction Begin: 1/7/2013 ***Estimated Construction Cost: $835,685***

Misc Pavement Rehab Ph.2 (CIP11-0018) Various area of Teel, Parkwood from Hickory to Eagan

Project Manager: Art Hartle

Project Description: *Repair four separate areas of pavement in Teel Parkway. Replace 1,050 feet of the southbound lane of Parkwood Boulevard south of Hickory Street.*

Project Update: *Design of pavement removal and replacement on segments of Teel and Parkwood is underway.*

Construction Begin: 10/1/2012 ***Estimated Construction Cost: $584,130***

Rockhill Road (CIP10-0015) Dallas Parkway to Preston

Project Manager: David L Chacon

Project Description: *Construct a new six-lane divided concrete roadway including a bridge over the BNSF Railroad. Project includes paving, drainage, water, lighting, landscaping and irrigation.*

Project Update: *Design is 60% complete. ROW and Easment acquisition in progress.*

Construction Begin: 3/1/2013 ***Estimated Construction Cost: $14,187,117***

US 380 (CIP10-0017) CR 26 to Coit Rd

Project Manager: Jason Brodigan

Project Description: *Widen the existing five-lane roadway to a freeway section including frontage roads and grade separated intersections at DNT and Preston Road.*

Project Update: *Conceptual design is 95 percent complete.*

Construction Begin: Not Scheduled ***Estimated Construction Cost: $78,000,000***

Coit Rd (CIP11-0024) Country Ridge-Panther Creek

Project Manager: Jason Brodigan

Project Description: *(5/24/2012 3:58 PM JMB) Construct two lanes (west side) of Coit Road, including the median, from Buckeye Drive north, approximately 2700 linear feet, to Panther Creek Parkway. Project includes paving and drainage.*

Project Update: *City Council approved Design Contract with JBI, Partners on 5/15/2012.*

Construction Begin: 1/7/2013 ***Estimated Construction Cost: $0***

Panther Creek Pkwy (CIP11-0026) Honey Grove to Coit

Project Manager: Jason Brodigan

Project Description: *(5/24/2012 4:06 PM JMB) Construct two lanes (south side) of Panther Creek Parkway from Honey Grove Drive east, approximately 2700 linear feet, to Coit Road and including the Panther Creek Parkway/Coit Road intersection. Project includes paving and drainage.*

Project Update: *City Council approved Design Contract with JBI, Partners on 5/15/2012.*

Construction Begin: 1/7/2013 ***Estimated Construction Cost: $0***

Rockhill Road (CIP08-0007) CR 26 to Dallas Parkway

Project Manager: David L Chacon

Project Description: *Construct a new six-lane divided concrete roadway. Project includes paving, drainage, water, lighting, landscaping and irrigation.*

Project Update: *Design is 60% complete. ROW and Easment acquisition in progress.*

Construction Begin: 3/1/2013 ***Estimated Construction Cost: $7,977,176***

5th Street Reconstruction and SW Imp (CIP10-0023) Hickory to Main Street

Project Manager: Art Hartle

Project Description: *Reconstruction of 5th Street from Main Street to Hickory and addition of a Hike and Bike Trail connection from Stonebrook to Main Street*

Project Update: *Preliminary feasibility study is completed. Design began in May 2012*

Construction Begin: 1/4/2013 ***Estimated Construction Cost: $1,576,400***

Stonebrook Parkway (CIP10-0024) Fighting Eagles to Longhorn Trail

Project Manager: David L Chacon

Project Description: *Construct a new four-lane divided concrete roadway including a bridge under the BNSF Railroad. Project includes paving, drainage, water, wastewater, sidewalk, lighting, landscaping and irrigation.*

Project Update: *Plans for the project are complete. The US Army Corps of Engineers permit has been issued. An agreement to add a railroad bridge for the underpass is being developed by BNSF.*

Construction Begin: 10/1/2012 ***Estimated Construction Cost: $14,257,471***

Preston Rd (SH 289) Landscape (CIP10-0027) Main St to US 380

Project Manager: Jason Brodigan

Project Description: *Install median irrigation and landscaping. Project to be constructed by TxDOT.*

Project Update: *Design is 90% complete. Construction of the project will begin upon completion of the Preston Road widening project.*

Construction Begin: 3/4/2013 ***Estimated Construction Cost: $724,000***

FM 423 [North] (CIP03-0056) Eldorado Parkway to US 380

Project Manager: Jason Brodigan

Project Description: *Replace the existing two-lane asphalt roadway with a six-lane divided concrete roadway. Project includes paving, drainage, signals and lighting.*

Project Update: *Final design plans were submitted to TxDOT in January. ROW acquisition by TxDOT is nearly complete and utility relocations are beginning.*

Construction Begin: 1/7/2013 ***Estimated Construction Cost: $0***

Main Street [FM 3537] (CIP03-0108) Preston Road to Custer Road

Project Manager: Jason Brodigan

Project Description: *Replace the existing two-lane asphalt roadway with a six-lane divided concrete roadway. Project includes paving, drainage, signals, lighting, landscaping and irrigation.*

Project Update: *TxDOT has bid the project. Texas Sterling, the contractor, will begin work when franchise utility relocation is completed.*

Construction Begin: 8/13/2012 ***Estimated Construction Cost: $2,640,000***

Eldorado Parkway (CIP05-0006) Preston Road to Custer Road

Project Manager: Toyin Fawehinmi

Project Description: *Widen the existing four-lane divided concrete roadway to a six-lane divided roadway from Preston Road to Hillcrest Road and from Fragrant Dr to Custer Road and widen the existing two-lane concrete roadway to a six-lane divided concrete roadway from Hillcrest Road to Fragrant Drive. Also, approximately 700 linear feet of Coit Road north of Eldorado Parkway intersection is included. Project includes paving, drainage, sidewalks, street lights, signals, landcaping and irrigation*

Project Update: *Plans are complete. Right of way acquisition is underway. Construction will begin once franchise utilities are relocated out of the way of new construction. Franchise companies are struggling to keep pace with the construction demand in the North Texas area.*

Construction Begin: 9/4/2012 ***Estimated Construction Cost: $8,908,669***

Stonebrook Pkwy DNT to Peston (CIP05-0015) Dallas Parkway to SH 289 [Preston Road]

Project Manager: Art Hartle

Project Description: *Scope: Install 36 inch waterline along Dallas Pkwy from south of Lebanon to Stonebrook then along Stonebrook from Dallas Pkwy to Preston; reconstruct westbound Stonebrook pavement to widen roadway to 6 lanes.*

Project Update: *Bids opened May 24, 2012.*

Construction Begin: 7/1/2012 ***Estimated Construction Cost: $14,000,000***

Lebanon/DNT Intersection (CIP05-0026) 500 feet east of Starwood Dr to 1100' east of DNT

Project Manager: Art Hartle

Project Description: *Construct additional pavement along Lebanon to widen road to match DNT bridge. Project also includes turn lanes at Lebanon/DNT intersection.*

Project Update: *Right of way and easement acquisition is on-going. Franchise relocations will begin when property is acquired.*

Construction Begin: 8/1/2013 ***Estimated Construction Cost: $1,801,293***

Wastewater Design Projects

Panther Creek Reuse Line-Prelim Eng (CIP11-0002) Trails Golf Course to Panther Creek WWTP

Project Manager: Art Hartle
Project Description: *Alignment study of reuse water line from the Panther Creek WWTP to connect to the existing reuse water line on Teel Parkway.*
Project Update: *Study began on May 4, 2012.*
Construction Begin: 5/1/2012 ***Estimated Construction Cost: $4,000,000***

Fairways LS Generator (CIP11-0004) within Fairways LS property

Project Manager: Art Hartle
Project Description: *Install emergency generator*
Project Update: *Bids opened on May 24, 2012. Construction will begin in July.*
Construction Begin: 7/1/2012 ***Estimated Construction Cost: $740,163***

Panther Creek Sewer Interceptor Phase 2 (CIP10-0013)

Project Manager: David L Chacon
Project Description: *Install new 24" wastewater line.*
Project Update: *Project is 90% complete. Easement acquisition is progressing.*
Construction Begin: 3/1/2013 ***Estimated Construction Cost: $3,253,434***

West Rowlett Creek WW Main Extension (CIP11-0021) Independence to Coit

Project Manager: David L Chacon
Project Description: *Preliminary engineering alignment for 28" wastewater main from Independence Parkway to Coit Road; alignment study for two additional mains to extend north to Main Street; and decommissioning of three area lift stations.*
Project Update: *Preliminary alignments are being developed.*
Construction Begin: 10/1/2013 ***Estimated Construction Cost: $0***

Gaylord-DNT WW Capacity Prelim Eng (CIP11-0023) Gaylord/DNT

Project Manager: David L Chacon
Project Description: *Preliminary Engineering analysis for capacity improvements to wastewater system along Gaylord Pkwy and Dallas Parkway*
Project Update: *Capcity analysis memo is under review by the city.*
Construction Begin: 3/1/2013 ***Estimated Construction Cost: $0***

Water Design Projects

Legacy EST (CIP10-0019)

Project Manager: Art Hartle
Project Description: *Construct new 1.5 million gallon elevated water tank to replace existing 0.3 million gallon EST*
Project Update: *Property acquistion for elevated water tank site is ongoing.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $4,007,000***

Main Street Waterline Relocations (CIP09-0011) Preston Road to Custer Road

Project Manager: David L Chacon
Project Description: *Relocate existing waterline outside of the proposed right of way in preparation for Main Street construction.*
Project Update: *Easement acquistion continues. Project is expected to begin construction in June.*
Construction Begin: 6/22/2012 ***Estimated Construction Cost: $4,137,000***

Dallas Parkway 30" Waterline (CIP06-0026) Along DNT (Panther Creek Pkwy to Rockhill Rd)

Project Manager: David L Chacon
Project Description: *Construct 9,400 linear feet of 30" water main*
Project Update: *Plans are complete. Project is being bid and construction is expected to begin in August.*

Construction Begin: 8/1/2012 ***Estimated Construction Cost: $2,796,209***

Transportation Highlights: Brian Moen

- **Development/CIP Plan Reviews** – Staff reviewed 76 sets of development and CIP plans this month. Staff also reviewed and processed seven TxDOT permit applications and reviewed one Traffic Impact Analysis.
- **Citizen Inquiries** – Staff has responded to several citizen inquiries that came into the department by telephone, email, and the Q&A Message Board on the City website.
- **Miscellaneous Traffic Studies** – Staff continues to update the crash database (based on police reports) and uses new software purchased in 2011 to generate reports and proactively analyze the data. Staff is currently overseeing three studies that are analyzing the effectiveness and costs of potential options to change the physical configuration of five intersections (Main & Legacy, Main & Frisco Square Blvd, and Ohio Drive at Gaylord, Warren, and Prestmont). This month staff conducted several neighborhood speed studies at the request of citizens.
- **School Zones** – Staff meets monthly with representatives of FISD to discuss any school zone, crossing guard, or sidewalk issues. This month, staff planned for temporary school zone signs for summer school, collected the data from all crossing guards who counted the number of pedestrians at their location, and visited two new school sites with FISD officials to develop traffic circulation plans for each campus.
- **Special Events** – As part of the Special Events Review Committee, staff reviews all pending special event applications for any traffic control needs. Staff continually coordinates with the Police, Fire, Communications, and Public Works Departments regarding any special events that affect traffic flow or parking in the City. Staff also coordinates with FC Dallas Stadium and Dr Pepper Arena staff regarding large events at those venues, which sometimes requires coordination with NTTA. This month, staff provided traffic management support for three FC Dallas soccer games, the EdgeFest Concert, the MS 150 Bicycle Race, the Chunk Your Junk event, the Frisco StrEATS food truck festival, the Collin County Point of Distribution Drill, and the Prosperity Place 5K.
- **Staff** –Two of our traffic engineer positions are currently frozen.
- **Thoroughfare Standards Ordinance** – For the last couple years staff has been working on an update to the Thoroughfare Standards Ordinance based upon ongoing research, coordination with other departments, and comments received from the Frisco Developers Council (FDC). Staff has also been involved in the update of the entire set of Engineering Design Standards and the new Thoroughfare Standards have been incorporated into that

documenet. The revised Standards were recommended for approval by the P&Z Commission on May 8 and are coming before City Council for approval in June.

- **Traffic Count Map** – The traffic count map is available on the City's website at maps.friscotexas.gov**.** It provides daily traffic volume counts (and the date of each count) on multiple segments of every major roadway. Staff conducts an annual traffic count program which updates the volumes collected on each major roadway segment every two or three years.
- **Traffic Control** – Each month, staff designs the installation of new and/or replacement signs and pavement markings as needed. Each month, staff reviews the traffic control plans for new and ongoing construction zones and sends announcements to all City services regarding road closures and traffic switches. Staff is coordinating with TxDOT on major detours and weekend closures of sections of Preston Road, Custer Road, and FM 423 during those widening projects. This month, staff helped oversee the opening of the new southbound lanes on Preston Road between Eldorado Parkway and Main Street and also the opening of the new southbound lanes on Custer Road between Westridge Boulevard and Stonebridge Drive.
- **Traffic Signal System Communications** – The system provides communications to all of the traffic signals in the City, allowing staff to monitor and control their operation remotely. Staff can also view the traffic detection cameras at most of the traffic signals, as well as 67 pan-tilt-zoom (PTZ) traffic cameras that can be controlled remotely. The newest PTZ camera was installed this month on Custer at Stonebridge.
- **Traffic Signal Timing** – On an ongoing basis, staff changes the operation of various traffic signals along Preston Road, Custer Road and FM 423 to coincide with TxDOT closures and traffic shifts as part of their widening projects. Monthly travel times on the major corridors are also collected to ensure the coordination between traffic signals is optimized. This month staff developed new signal timing for Custer Road due to the traffic switch which opened more lanes on the roadway.
- **Flashing Yellow Arrow** – The Flashing Yellow Arrow (FYA) left-turn display is a new federally mandated way of controlling the left-turn movement at traffic signals. Instead of a circular green indication, motorists will now be shown a flashing yellow arrow to indicate when they are permitted to turn left (after yielding to oncoming traffic). There are currently 9 intersections with FYA left-turn displays including the three installed in May at the following locations: Legacy at Warren, Legacy at Academy and Legacy at Stonebrook. The FYA left-turn display will be installed at the following locations in June: Legacy & Wakeland, Legacy & Eldorado, Legacy & Panther Creek, Independence & Eldorado and Preston & Gary Burns. All new traffic signal installations will have the FYA and approximately four to five existing intersections per month are planned to be retrofitted, which will take about 2 years to complete. A website has been created to inform citizens about the FYA with a link to the FYA video at www.friscotexas.gov/FYA.
- **Training and Conference Attendance** – Staff attends the monthly local meetings of the Texas District of the Institute of Transportation Engineers (TexITE) and the American Society of Civil Engineers (ASCE). Sean Merrell is an active committee member in the Texas Section of ASCE and is the President Elect of the ASCE Dallas Branch.

- **Traffic Signal Maintenance** – The City of Frisco currently operates and maintains 88 traffic signals within the City of Frisco and one traffic signal on FM 423 outside the city limits, 85 of which have automatic battery backup power. This month with the opening of the additional lanes on Custer Road,, the City of Frisco took over control of the Custer & Stonebridge traffic signal. City crews provide on-call maintenance seven days per week with a 45-minute response time.

  A significant part of traffic signal maintenance relates to the 347 video cameras and 19 SmartSensor radar units used to detect vehicles at each signal. Currently, 100% of the video is fully operational. Maintaining this video and radar detection is very efficient due to the citywide communication system because diagnosing and troubleshooting detection issues can be performed from our central control center.

  This month City crews programmed and set in place our electronic message boards to direct traffic at numerous special events (MS 150 bicycle race, and the EdgeFest Concert).

  Beyond responding to items that need to be constructed or repaired, city crews perform regular preventative maintenance on traffic signal equipment each month. This includes testing of each traffic signal's video detection cameras, "conflict monitor" equipment, and Opticom equipment (which provides emergency vehicle preemption of the traffic signal).

  City crews also operate and maintain 118 school zone flashers, two pedestrian crossing flashers, and two warning sign flashers.

- **Roadway Lighting Maintenance** – In general, city crews operate and maintain roadway lighting along major thoroughfares and the power companies operate and maintain the street lights within neighborhoods. City crews performed lighting repairs at several locations during the month, including replacing bulbs and replacing poles that were knocked down.

Total light poles maintained by City	2295
Total lamp fixtures maintained by City	3964
Proportion of City lighting currently operating	99%

- **Wayfinding Project** – This project will assist staff in meeting the needs of our citizens and visitors who attend events at both public and private operated destinations in Frisco. The first two phases of the project are complete and included input from the consultant, a stakeholder group, TxDOT, and NTTA. The proposed sign design package has been submitted to TxDOT and NTTA for their comment and approval. We have received comments from TxDOT and NTTA. Staff met with NTTA and TxDOT on February 27, 2012 to address the comments. Phase 3 of the project has now started and is expected to be complete by July 2012. Phase 3 will identify and document all the signs that are needed for implementation. Phase 4, the installation of the signs, could start by the late 2012 depending on the availability of funding.

Traffic Signal Construction Projects

Preston Road Traffic Signal Upgrades (CIP06-0007)

Project Manager: Shelley Lang

Project Description: *TxDOT project to replace existing temporary traffic signals with permanent traffic signals on Preston Road at Meadowhill, Eldorado and Rockhill. These signalized intersections will also be upgraded to City of Frisco standard materials. This project also includes installing a new temporary and permanent traffic signal on Preston at Panther Creek.*

Project Update: *The traffic signal work is being done as part of TxDOT's roadway widening project. Please see CIP05-0031 for project status.*

Construction End: Not Scheduled ***Estimated Construction Cost: $111,005***

FM 423 Middle Section Signal Upgrades (CIP07-0051)

Project Manager: Shelley Lang

Project Description: *TxDOT project to replace existing temporary traffic signals with permanent traffic signals on FM 423 at Main, Stonebrook, Del Webb and Lebanon. This project also includes upgrading these signalized intersections to City of Frisco standard materials.*

Project Update: *The traffic signal work is being done as part of TxDOT's roadway widening project. Please see CIP03-0109 for project status.*

Construction End: Not Scheduled ***Estimated Construction Cost: $170,350***

Traffic Signal - Main St at Kyser Way (CIP10-0010)

Project Manager: Shelley Lang

Project Description: *Install a new traffic signal on Main St at Kyser Way. This project also includes the construction of new eastbound and westbound left turn lanes on Main St to provide more efficient operation of the new traffic signal.*

Project Update: *The traffic signal construction has been completed. However, this project also includes adjustments to the eastbound and westbound left-turn lanes, which are needed to be in place before the traffic signal can be put into operation. The contractor has stated that the paving work will be completed and the new traffic signal will be in operation by July 1st, which meets the construction contract agreement.*

Construction End: 7/1/2012 ***Estimated Construction Cost: $410,475***

Preston Rd ADA Improvement Project (CIP11-0027)

Project Manager: Shelley Lang

Project Description: *Preston Road ADA improvement project to modify the signalized intersections of Gaylord, Warren, Lebanon and Wade.*

Project Update: *New pedestrian pole foundations have been installed and the contractor is working on the new ADA ramps at each of the intersections.*

Construction End: 7/31/2012 ***Estimated Construction Cost: $195,755***

Traffic Signal Design Projects

Lebanon at Starwood Intersection Improvm (CIP09-0017)

Project Manager: Shelley Lang

Project Description: *Install a new traffic signal on Lebanon at Starwood and construct tun lanes for intersection improvement.*

Project Update: *The City has received the right-of-way and easements to install a new traffic signal on Lebanon Road at Starwood Drive and construct new turn lanes at this location. Construction will begin this summer and the signal is planned to be in operation before school starts in late August.*

Construction Begin: 6/4/2012 ***Estimated Construction Cost: $315,000***

Permanent Traffic Signal (CIP04-0050) Eldorado Pkwy at Wal-Mart
Project Manager: Shelley Lang
Project Description: *Replace temporary traffic signal with a permanent traffic signal.*
Project Update: *Design is 65% complete.*

Construction Begin: Not Scheduled ***Estimated Construction Cost: $200,000***

Permanent Traffic Signal (CIP05-0036) Eldorado Pkwy at Dallas Pkwy
Project Manager: Shelley Lang
Project Description: *Project will construct a third lane on the southbound frontage road (between Eldorado and the entrance ramp), which will allow us to provide dual right-turn lanes on eastbound Eldorado at Dallas Parkway. Project will also replace the temporary "span-wire" traffic signal with a permanent traffic signal and construct a third lane on the northbound frontage road between the exit ramp and Eldorado to improve traffic flow approaching the intersection.*
Project Update: *Design is 95% complete and is awaiting TxDOT review of approval of the plans.*

Construction Begin: Not Scheduled ***Estimated Construction Cost: $595,000***

Arterial Lighting Design Projects

Gaylord Pkwy (CIP07-0006) Preston Rd to Ohio Dr
Project Manager: Shelley Lang
Project Description: *Install median lighting on Gaylord between Preston and Ohio.*
Project Update: *Design is 100% complete.*

Construction Begin: 7/2/2012 ***Estimated Construction Cost: $71,035***

Hillcrest Rd (CIP07-0007) Eldorado Pkwy to Haversham Dr
Project Manager: Shelley Lang
Project Description: *Install median lighting on Hillcrest between Eldorado and Haversham.*
Project Update: *Design is 100% complete.*

Construction Begin: 7/2/2012 ***Estimated Construction Cost: $76,221***

OhioDr/College Pkwy (CIP07-0012) Hillcrest Rd to Coit Rd
Project Manager: Shelley Lang
Project Description: *Install median lighting on Ohio/College between Hillcrest and Coit.*
Project Update: *Design is 90% complete.*

Construction Begin: Not Scheduled ***Estimated Construction Cost: $266,820***

Ohio Dr (CIP07-0013) SH 121 to Presmont Pl
Project Manager: Shelley Lang
Project Description: *Install median lighting on Ohio between SH 121 and Presmont.*
Project Update: *Design is 100% complete.*

Construction Begin: 7/2/2012 ***Estimated Construction Cost: $146,160***

Parkwood Blvd (CIP07-0015) Lebanon Rd to Stonebrook Pkwy
Project Manager: Shelley Lang
Project Description: *Install median lighting on Parkwood Blvd between Lebanon Rd and Stonebrook Pkwy.*
Project Update: *Design is 90% complete.*

Construction Begin: Not Scheduled ***Estimated Construction Cost: $200,760***

Preston Rd [SH 289] (CIP07-0017) SH 121 to Gaylord Pkwy
Project Manager: Shelley Lang
Project Description: *Install median lighting on SH 289 (Preston) between SH 121 and Gaylord.*
Project Update: *Design is 100% complete and is awaiting TxDOT approval of final plans.*

Construction Begin: 7/2/2012 ***Estimated Construction Cost: $123,998***

Preston Road [SH289] (CIP07-0018) Main St to US 380
Project Manager: Shelley Lang
Project Description: *Install median lighting.*
Project Update: *Design is 95% complete and is awating TxDOT final approval. Construction of this project will begin upon completion of the Preston Road widening project.*
Construction Begin: 8/1/2012 ***Estimated Construction Cost: $1,088,650***

Wade Blvd (CIP07-0023) Collin College to Ohio Dr
Project Manager: Shelley Lang
Project Description: *Install median lighting on Wade between Collin College and Ohio Dr.*
Project Update: *Design is 90% complete.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $43,935***

Warren Pkwy (CIP07-0026) Preston Rd to Ohio Dr
Project Manager: Shelley Lang
Project Description: *Install median lighting on Warren Pkwy between Preston Rd and Ohio Dr.*
Project Update: *Design is 100% complete.*
Construction Begin: 7/2/2012 ***Estimated Construction Cost: $62,250***

Lebanon Rd (CIP11-0013) FM 423 to West City Limits
Project Manager: Shelley Lang
Project Description: *Install median lighting on Lebanon Rd between FM 423 and Frisco's West City Limits.*
Project Update: *Design is 90% complete.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $254,210***

Legacy Dr (CIP11-0014) Eldorado Pkwy to Crane Ave
Project Manager: Shelley Lang
Project Description: *Install median lighting on Legacy between Eldorado and Crane.*
Project Update: *Design is 90% complete.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $53,450***

Ohio Dr (CIP11-0015) Wade Blvd to Hillcrest Rd
Project Manager: Shelley Lang
Project Description: *Install median lighting on Ohio between Wade and Hillcrest.*
Project Update: *Design is 90% complete.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $117,060***

AGENDA ITEM #15.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

From: **Henry J. Hill, Deputy City Manager**

Date: **June 1, 2012**

Re: **Council Subcommittee Reports**

Action Requested: Reports regarding current activity of Council Subcommittees.

The City Council has requested that regular information regarding any meetings of the standing Council Subcommittees be provided on each Council agenda. The following Subcommittees are the formal appointed Council Subcommittees that meet from time to time.

- Budget and Audit Committee
- Governance Committee
- Legislative Committee
- Frisco Square Management District

These Committees did not meet since the last City Council meeting.

AGENDA ITEM #16.

REGULAR CITY COUNCIL MEETING
FRISCO CITY HALL
GEORGE A. PUREFOY MUNICIPAL CENTER
COUNCIL CHAMBERS
6101 FRISCO SQUARE BLVD.
FRISCO, TEXAS 75034

5:00 PM

TUESDAY, APRIL 17, 2012

MINUTES

Mayor	Maher Maso	Present
Mayor Pro Tem	Pat Fallon	Present (arrived 5:10 p.m.)
Deputy Mayor Pro Tem	Scott Johnson	Present
Council Member	John Keating	Present
Council Member	Tim Nelson	Absent
Council Member	Bob Allen	Present
Council Member	Jeff Cheney	Present

CALL TO ORDER

1. ROLL CALL

Mayor Maso called the meeting to order at 5:08 p.m. with a quorum present. Council has granted Councilman Nelson an excused absence until his return from active duty.

Representing staff: City Manager, George Purefoy; Deputy City Manager, Henry Hill; Assistant City Manager, Nell Lange; Assistant City Manager, Ron Patterson; City Attorney, Richard Abernathy; City Secretary, Jenny Page; Public Works Director, Gary Hartwell; Finance Director, Anita Cothran; Director of Administrative Services, Tom Johnston; CVB Executive Director, Marla Roe; Fire Chief, Mack Borchardt; Development Services Director, John Lettelleir; Engineering Director, Paul Knippel; Assistant Police Chief, John Bruce; Parks

and Recreation Director, Rick Wieland; Recreation Superintendent, Marcy Jones; Senior Center Supervisor, Leslie Penland; Parks Project Coordinator, Wesley Hicks; Planning and Business Development Manager, Dudley Raymond; Environmental Services Manager, Jeremy Starritt, and EDC President, Jim Gandy.

CLOSED SESSION

2. Recess into Closed Session in compliance with Section 551.001 et. seq. Texas Government Code, to wit;

John Keating moved to recess into Closed Session at 5:09 p.m. in compliance with Section 551.001 et. seq. Texas Government Code, to wit. Jeff Cheney seconded the motion.

Passed

Vote: 4 – 0
For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

Pat Fallon arrived at 5:10 p.m. and joined Council as they were going into Closed Session.

A. Section 551.071. Meeting with City Attorney regarding a matter(s) in which the duty of the City Attorney under the Texas Disciplinary rules of Professional Conduct of the State Bar of Texas conflicts with the Open Meetings Act regarding:

i. Receive legal advice concerning legal issues regarding Exide and lead issues.
ii. Receive legal advice regarding housing concerns raised by Inclusive Communities Project.

B. Section 551.074. Personnel Matters: Section 551.074 authorizes certain deliberations about officers and employees of the governmental body to be held in executive session:

i. Deliberation regarding the annual evaluation of Michael Drewry (Municipal Judge).

C. Section 551.087. Deliberation regarding commercial or financial information that the City has received from a business prospect and to deliberate the offer or other incentives to a business prospect.

3. Reconvene into Regular Session and take any action necessary as a result of the Closed Session.

Bob Allen moved to reconvene into Regular Session at 7:13 p.m. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Pat Fallon;

Against: (None)

Mayor Maso announced there was no action to take as a result of Closed Session.

INVOCATION

Deacon Scott Turner from Prestonwood Baptist Church led the invocation.

Mayor Maso asked for prayer for Frisco resident Staff Sgt. Travis Mills. He will be returning home tonight after sustaining injuries and amputation of limbs. He has made a great sacrifice for our freedom.

Councilman Fallon asked for additional prayer for the family of Army Spc. Philip C.S. Schiller, a 2010 graduate of The Colony High School, who died April 11, 2012 in Kandahar province, Afghanistan.

PLEDGE OF ALLEGIANCE

The members of Boy Scout Troop 216 led the United States and Texas Pledges of Allegiance.

PROCLAMATIONS

4. Earth Day 2012

Jeremy Starritt, Environmental Services Manager with the City of Frisco accepted the proclamation.

5. Eagle Scout -- Samuel Joseph Moore

Samuel Joseph Moore was present to accept a proclamation in honor of his Eagle Scout achievement.

REPORTS

6. Recognition of Parks and Recreation National Accreditation.

Parks and Recreation Director Rick Wieland recognized his staff for receiving

the Parks and Recreation National Accreditation designation under the leadership of Dudley Raymond, Wesley Hicks, and with the help of all Parks managers and staff. Frisco is affiliated with the Texas Recreation and Parks Society and National Recreation and Parks Association, and accredited through the Commission for Accreditation of Parks and Recreation Agencies (CAPR). Frisco is one of seven in the state of Texas to achieve this award.

Mr. Wieland introduced the Parks Board, Urban Forestry, CDC, and Frisco Sports Council and asked that they join the Mayor on stage. Wesley Hicks, Marcy Jones and Leslie Penland presented the award to Council.

Mayor Maso moved to Citizen Input at 7:32 p.m.

7. Development Services Activities Monthly Update for March 2012

Development Services Director John Lettelleir presented the activities monthly update for March 2012.

8. Public Works Report for Water Usage and Other Monthly Activities

Public Works Director Gary Hartwell reported on water usage and other monthly activities and reported on a short presentation on activities and water education.

9. Frisco CVB March 2012 report on definite bookings, in-kind media and CVB activities.

CVB Director Marla Roe reported on project economic impact, CVB activities and in kind media for March 2012 and reported on upcoming events.

10. Fire Department Monthly Report on Incident Response and Educational Activities, March 2012.

Fire Chief Mack Borchardt reported on incident response and educational activities for the month of March 2012.

11. Police Department's report on crime statistics and response times for the month of March 2012

Assistant Police Chief John Bruce reported on crime statistics and response times for the month of March 2012 and reported on red light camera statistics.

12. Council Subcommittee reports for current activities of the Legislative, Governance, Frisco Square Management District and the Budget and Audit Committee.

Legislative Committee - no meeting

Governance Committee – no meeting

Frisco Square Management District - met but nothing to report

Budget and Audit Committee – no meeting

CITIZEN INPUT (to begin approximately at 7:30 p.m.)

No one wished to speak and Mayor Maso moved back to Item 7.

CONSENT AGENDA

(Items placed on the Consent Agenda are considered routine in nature and are considered non-controversial. The Consent Agenda can be acted upon in one motion. A majority of the Council is required to remove any item for discussion and separate action. Council members may vote nay on any single item without comment and may submit written comments as part of the official record.)

Jeff Cheney moved to approve the Consent Agenda. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Pat Fallon;

Against: (None)

13. Consider and act upon approval of minutes from the April 3, 2012 regular City Council meeting. (CSO/JP)

14. Consider and act upon adoption of a Resolution authorizing the City Manager to submit two (2) State Homeland Security Grant Applications to the United States Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA), Urban Area Security Initiative (UASI) and Citizens Corps Program (CCP) (FIRE / PS). **RESOLUTION 12-04-77R**

15. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and First Texas Homes, Inc. for Village Lakes Phase 3. (CMO/BB) **RESOLUTION 12-04-78R**

16. Consider and act upon approval of purchase orders with Ingram Library Services Incorporated, for the purchase of additional Library materials during the fiscal year 2012. (Library/TJ)

17. Consider and act upon award of bid #1202-039, Solar Powered School Zone

Flashers and Gel Cell Batteries, to Consolidated Traffic Controls and Paradigm Traffic Systems. (Engineering/TJ)

18. Consider and act upon approval of a purchase order to Physio Control for the purchase of eleven (11) Lifepak 15 heart monitor/defibrillators. (Fire/TJ)

19. Consider and act upon approval of purchase orders with Holiday Chevy-Ford for the purchase of five (5), 1/2 ton pickups. (PW/TJ)

20. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Reimbursement, Acknowledgement, Release, Hold Harmless and Indemnity Agreement by and between the City of Frisco, Texas and Pulte Homes of Texas, LP. (CMO/RP) **RESOLUTION 12-04-79R**

21. Consider and act upon award of bid to Pittard Construction Company and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for Construction Services for FM 3537 20" & 24" Water Improvements (Preston Rd to Custer Rd) (Bid No. 1201-037). (Engineering/DC) **RESOULTION 12-04-80R**

22. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Freese and Nichols, Inc for the Preliminary Design of Panther Creek Reuse Water Line (Engineering/AH) **RESOLUTION 12-04-81R**

23. Consider and act upon approval of a purchase order with Convergint Technologies to replace digital video recorder and cameras at the Frisco Police Detention Center. (Police/TJ)

24. Consider and act upon approval of a purchase order to the City of Carrollton for emergency lighting, equipment and installation for six (6) new Police vehicles. (Police/TJ)

25. Consider and act upon actions necessary for the May 12, 2012 General Election in the City of Frisco.

    Considere y actúe sobre acciones necesarias para la Elección general en la Ciudad de Frisco el 12 de Mayo, 2012. (CSO/JP) **ORDINANCE 12-04-19**

    A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, AMENDING ORDINANCE NO. 12-03-13 TO REPLACE EXHIBIT "A"; PROVIDING FOR THE PRE-CLEARANCE OF SAID ELECTION PRECINCT NUMBERS AND ALL NECESSARY ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

UNA ORDENANZA DEL AYUNTAMIENTO DE LA CIUDAD DE FRISCO, TEXAS, ENMENDANDO LA ORDENANZA NO. 12-03-13 PARA REEMPLAZAR A ANEXO "A"; PROVEYENDO PARA LA PRE-AUTORIZACIÓN DE DICHOS NÚMEROS DEL PRECINTO DE ELECCIÓN Y TODAS LAS ACCIONES NECESARIAS; Y PROVEYENDO PARA UNA FECHA DE VIGENCIA DEL PRESENTE.

B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, AMENDING RESOLUTION NO. 12-03-62R TO REPLACE EXHIBIT “A”; PROVIDING FOR PRE-CLEARANCE AND ALL OTHER NECESSARY ACTIONS; AND PROVIDING AN EFFECTIVE DATE. **RESOLUTION 12-04-82R**

UNA RESOLUCIÓN DEL AYUNTAMIENTO DE LA CIUDAD DE FRISCO, TEXAS, ENMENDANDO LA RESOLUCIÓN NO. 12-03-62R PARA REEMPLAZAR A ANEXO "A"; PROVEYENDO PARA LA PRE-AUTORIZACIÓN Y TODAS LAS ACCIONES NECESARIAS; Y PROVEYENDO PARA UNA FECHA DE VIGENCIA DEL PRESENTE.

26. Consider and act upon the acceptance of the Petition for City of Frisco Police Patrol and Enforcement in the Gated Community of Richwoods, dated March 26th, 2012. (Police/JB)

27. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the City Council to Development Services, pursuant to Subsection 6.19 of the Zoning Ordinance and/or Section 4.02 of the Subdivision Ordinance, regarding action taken by the Planning and Zoning Commission on any site plan or plat. Any written notice of appeal must be submitted to Development Services. (Development Services)

LEGISLATIVE AGENDA

(These items may legally require Council Action, but by Council Policy should be the City Manager's responsibility. The Legislative Agenda can be acted upon in one motion. The concurrence of two council members is required to remove any item for separate discussion and action. Council members may vote nay on any single item without comment and may submit written comments as part of the official record.)

Scott Johnson moved to approve the Legislative Agenda. John Keating seconded the motion.

Passed

Vote: 5 – 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Pat Fallon;

Against: (None)

28. Consider and act upon an Ordinance ordering the private roads in the

Richwoods Addition to be considered as public highways and/or streets for the purpose of the application and enforcement of the traffic rules identified in the Traffic Enforcement Agreement attached as Exhibit "B," pursuant to the authority provided by Transportation Code Section 542.008. (Police/JB) **ORDINANCE 12-04-20**

REGULAR AGENDA

29. Public Hearing: SUP12-0003. A request for a Specific Use Permit for a car wash on one lot on 1.4± acres on the northwest corner of Eldorado Parkway and Woodsboro Way and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-166-Retail/Office-2. Neighborhood #47. (Development Services/JE)

Development Services Director John Lettelleir stated that the applicant, Blue Wave Car Wash, is requesting a Specific Use Permit for a Car Wash. Zoning case (Z11-0018), a request to amend PD-166 by allowing a car wash upon approval of a Specific Use Permit, was approved by the City Council on March 6, 2012. The SUP is subject to the adoption of the Ordinance amending PD-166 planned for the May 1, 2012 council meeting. The Planning & Zoning Commission held a public hearing on the request at its March 27, 2012 meeting and voted 5-0 to approve the request.

Pat Fallon moved to open the public hearing. Scott Johnson seconded the motion.

Passed

Vote: 5 – 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;

Against: (None)

No one wished to speak.

Scott Johnson moved to close the public hearing. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;

Against: (None)

Scott Johnson moved to approve Public Hearing: SUP12-0003. A request for a Specific Use Permit for a car wash on one lot on 1.4± acres on the northwest corner of Eldorado Parkway and Woodsboro Way and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-166-Retail/Office-2. Neighborhood #47. Pat Fallon seconded the motion.

Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

30. Public Hearing: SUP11-0009. A request for a Specific Use Permit for a Commercial Antenna Support Structure within a 600 square-foot lease area on one lot on 0.7± acre on the east side of Legacy Drive, 900± feet south of Warren Parkway and consider and act to direct staff to prepare an ordinance of the same. Zoned Planned Development-32-Commercial-1/Office with a SUP (S-28) for a Commercial Antenna. Neighborhood #34. (Development Services/RC)

Mr. Lettelleir presented information on SUP11-0009 and stated that the applicant is requesting a Specific Use Permit for a Commercial Antenna Support Structure within their lease area located on City property. The request coincides with the City's plans to demolish the elevated water tower, of which the applicant has equipment attached, and build a new facility to meet public service needs. The applicant has worked with staff to propose a temporary pole structure which will serve as a holding facility for telecommunication antennas until the carrier can transition equipment and leases to the future water tower feature. The Planning & Zoning Commission held a public hearing on the SUP request at their March 27, 2012 meeting and voted 5-0 (Hamilton absent) to approve the request. The applicant met with adjacent HOA boards and is cooperating with their requests in gaining support for the temporary pole installation.

Pat Fallon moved to open the public hearing. John Keating seconded the motion.
Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

David Prejean, 1901 Royal Lane, Suite 104, Dallas, Texas, and representing AT&T spoke in favor of the SUP.

Scott Johnson moved to close the public hearing. Pat Fallon seconded the motion.
Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

John Keating moved to approve Public Hearing: SUP11-0009. A request for a Specific Use Permit for a Commercial Antenna Support Structure within a 600 square-foot lease area on one lot on 0.7± acre on the east side of Legacy Drive, 900± feet south of Warren Parkway and consider and act to direct staff to prepare an ordinance of the same. Zoned Planned Development-32-Commercial-1/Office with a SUP (S-28) for a Commercial Antenna. Neighborhood #34. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;

Against: (None)

31. Public Hearing: SUP12-0002. A request for a Specific Use Permit for an Assisted Living Facility on one lot on 2.0± acres on the north side of Timber Ridge Drive, 380± feet east of Teel Parkway and consider and act to direct staff to prepare an ordinance of the same. Zoned Planned Development-183-Office-1. Neighborhood #39. (Development Services/RC)

Mr. Lettelleir stated the applicant is requesting a Specific Use Permit for an Assisted Living Facility for construction of three buildings each housing 15 bedrooms with a common kitchen and living space. On-site staff will attend to residents' daily needs as required. The Planning & Zoning Commission held a public hearing on the SUP request at their March 27, 2012 meeting and voted 5-0 (Hamilton absent) to approve the request. The applicant met with the adjacent HOA board which had no objection to the use.

Scott Johnson moved to open the public hearing. John Keating seconded the motion.

Passed

Vote: 5 – 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;

Against: (None)

Mardy Brown, 4300 Sigma Rd., Suite 160, Dallas, Texas, with Texas Development Services and representing the applicant, spoke in favor of the project.

Scott Johnson moved to close the public hearing. John Keating seconded the motion.

Passed

Vote: 5 – 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;

Against: (None)

Scott Johnson moved to approve Public Hearing: SUP12-0002. A request for a Specific Use Permit for an Assisted Living Facility on one lot on 2.0± acres on the north side of Timber Ridge Drive, 380± feet east of Teel Parkway and consider and act to direct staff to prepare an ordinance of the same. Zoned Planned Development-183-Office-1. Neighborhood #39. John Keating seconded the motion.

Passed

Vote: 5 – 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;

Against: (None)

32. Public Hearing: A request to amend Subdivision Ordinance No. 09-07-38 to incorporate the new Engineering Standards and consider and act to direct staff to prepare an Ordinance of the same. SA11-0001 (Engineering Services/EM)

Mr. Lettelleir stated that this request would return for approval after additional advertising. Engineering Services is still working with the Frisco Developers Council to address their issues with the new Engineering Standards and the Planning & Zoning Commission has yet to make a recommendation.

Pat Fallon moved to open the public hearing. Jeff Cheney seconded the motion.

Passed

Vote: 5 – 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;

Against: (None)

No one wished to speak.

Scott Johnson moved to close the public hearing. Pat Fallon seconded the motion.

Passed

Vote: 5 - 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;

Against: (None)

No action was taken

33. Public Hearing: A request to amend Planned Development-216 to modify the boundaries and amend the zoning exhibit and development standards and consider and act to direct staff to prepare an Ordinance of the same. The property contains 410.0± acres on the southwest corner of US Highway 380 and

Dallas Parkway. Zoned Agricultural and Planned Development-216. Neighborhood #53. (Development Services/MW) Tabled 3/20/12

Mr. Lettelleir stated that the applicant has requested that this item be tabled until the next meeting and no action was needed.

Scott Johnson moved to open the public hearing. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;

Against: (None)

No one wished to speak.

Scott Johnson moved to continue the public hearing. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;

Against: (None)

No action was taken

34. Consider and act upon Request for Noise Variance from Austin Bridge and Road for night time paving operations on FM 423 (Engineering/SL).

Engineering Director Paul Knippel stated that the contractor is requesting to be allowed to conduct night time paving operations starting from April 23 to May 19 to complete paving work for the new northbound travel lanes on FM 423. The paving work will occur between 7:00 PM and 7:00 AM Monday through Saturday. Austin Bridge and Road plans to begin the northbound lane paving operation at the south end of the project at Stewart Creek Road and move north through FM 720 in Little Elm. The contractor will complete the paving work as quickly as possible and is asking for the variance between the dates of April 23rd to May 19th to allow for any weather delays.

Bob Allen moved to approve the Request for Noise Variance from Austin Bridge and Road for night time paving operations on FM 423. John Keating seconded the motion.

Passed

Vote: 5 – 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;

Against: (None)

35. Consider and act upon appointment of members to the Citizen Advisory Committee for the Photographic Traffic Signal Enforcement System. (Police/JB)

Assistant Police Chief John Bruce stated that the Police Department is responsible, along with support from the Engineering Department and Financial Staff in administering the program. This committee meets more or less on a quarterly basis. Two seats on the board are open for appointments. Council members Jeff Cheney and John Keating need to make appointments.

Jeff Cheney recommended reappointment of Jeanine Hide for a second term and John Keating recommended reappointment of Paul Schuler for a first term.

Mayor Maso asked for a vote and both were appointed 5 – 0.

36. Discuss lease terms of city property to Premier Vertical Properties for construction and operation of a cell tower. (CAO/RA)

Ron Patterson addressed Council with a Tower Lease Analysis with market data and also information in regard to leasing public park property provided by City Attorney Courtney Kuykendall.

Mr. Patterson stated that staff cannot support the proposal from PVP to lease the park property at $800 per month based on the data analysis. There would need to be a significant increase in the proposed lease rate and the Council would need to adhere to the process that Legal outlines for the use of the proposed site within a park.

After the presentation, Council directed Mr. Patterson that there was no further interest in pursuing the lease at this time.

37. City Council discussion with City Staff concerning any actions required by City Staff as a result of any item on tonight's agenda.

- Public hearings, Items 32 and 33 will return for approval at a future meeting.

38. Discussion on Governance Monitoring of present City Council Meeting.

Mayor Maso gave the council a grade of A.

ADJOURN

Scott Johnson moved to adjourn at 8:05 p.m. Pat Fallon seconded the motion. Passed
Vote: 5 - 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

Please note these are preliminary results and are not official until approved at the next scheduled meeting. Approved/signed minutes are available at www.friscotexas.gov/docs.

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

AGENDA ITEM #17.

Engineering Services
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

cc: **George Purefoy, City Manager**
Paul Knippel, P.E., Director of Engineering
Elizabeth Metting, P.E., Asst. Director/City Engineer

From: **Arthur Hartle, P.E., Senior Civil Engineer**

Date: **June 5, 2012**

Subject: **Consider and act upon award of bid to Tiseo Paving Company and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for Stonebrook Parkway and 36-inch Water Line Improvements (Preston Road to DNT) and authorizing construction phase contingencies.**

Action Requested: Consider and act upon award of bid to Tiseo Paving Company in the amount of $10,228,751.15 and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Stonebrook Parkway and 36-inch Water Line Improvements (Preston Road to DNT) (Bid No. 1203-045) and authorizing construction phase contingencies.

Background Information: The project consists of two major parts. The first part of the project is the construction of 13,000 LF of 36-inch diameter ductile iron pipe. This pipeline is a water transmission main to be built in the existing right-of-way of Stonebrook Parkway from Preston Road to the Dallas Parkway. At the Dallas Parkway, the pipeline turns south to parallel the Dallas Parkway to a point 1,600' south of Lebanon Road where the pipeline then crosses the Dallas North Tollway (DNT) and connects to an existing water main. The second portion of the project is the replacement of the westbound roadway pavement of Stonebrook Parkway and widening the pavement from two lanes to three lanes from Preston Road to the DNT. The eastbound pavement of Stonebrook Parkway will be replaced from the DNT to Parkwood Boulevard. The project also includes drainage, traffic signal, illumination, landscaping and irrigation.

Staff opened 5 bids on May 24, 2012. Tiseo Paving Company is the apparent low bidder at $10,228,751.15.

A contingency amount of $300,000 is requested during the construction phase to address field changes or adjust quantities during construction. Usage of the contingency funding will be documented with change orders negotiated between staff and the contractor as construction progresses. Construction of this project is expected to begin in July 2012 and to be completed by November 2014.

Alternatives: The City Council could consider the following alternatives:

- Approval of Bid Award and Resolution;
- Deny the award of bid and approval of the Resolution.

Financial Considerations: Funding for the construction of this project will come from General Obligation bonds, Certificates of Obligation, Thoroughfare Impact Fees, and funds previously escrowed for street lighting.

Legal Review: The Contract Documents are the City's Standard Form of Agreement for Construction Services, as approved by the City Attorney.

Supporting Documents: Supporting documents include the following items:

- Location Map
- Copy of Resolution
- Copy of Standard Form of Agreement for Construction Services
- Letter of Recommendation
- Bid Tabulation

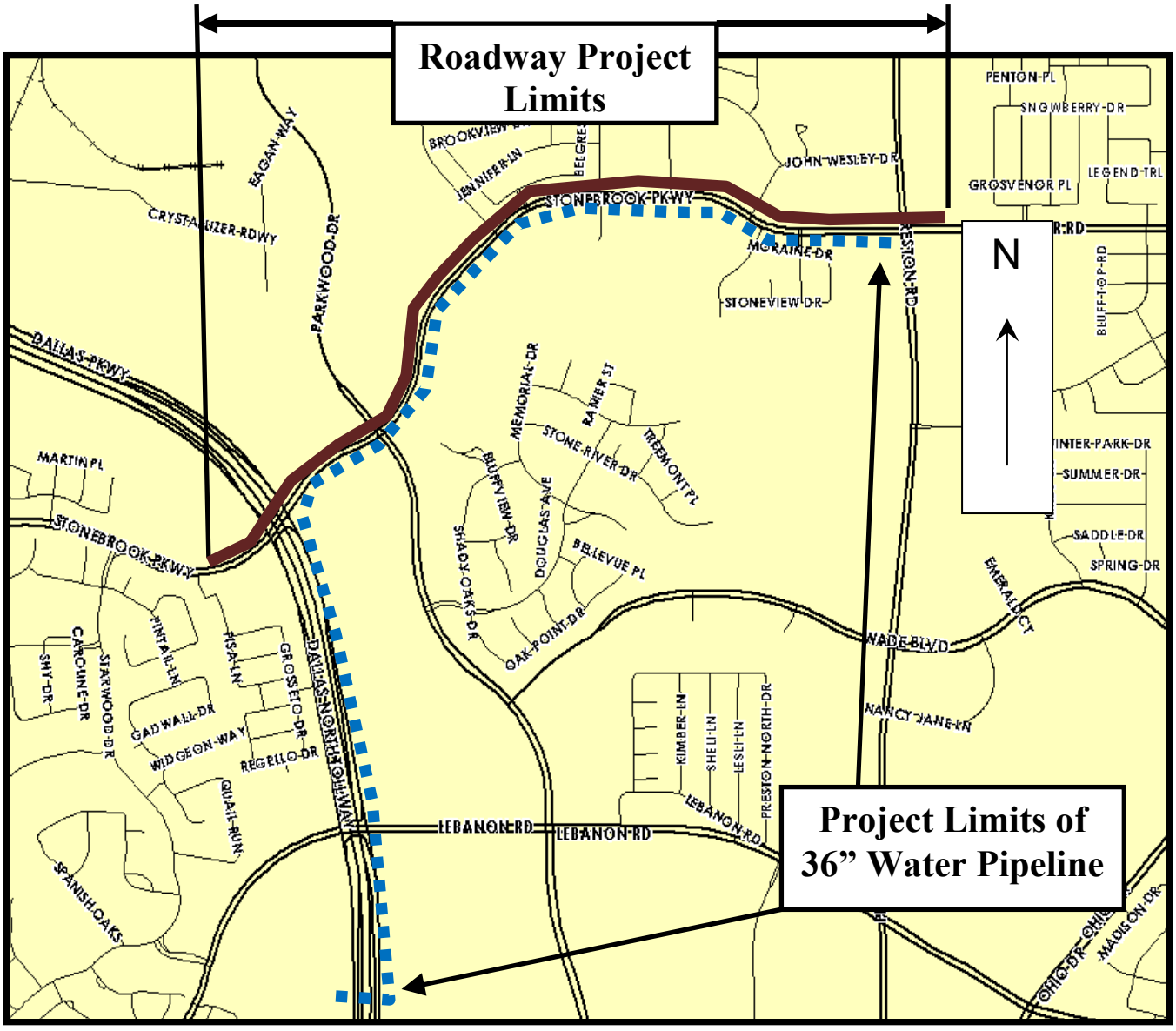
Staff Recommendation: Staff recommends approval of the award of bid to Tiseo Paving Company in the amount of $10,228,751.15 and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Stonebrook Parkway and 36-inch Water Line Improvements (Preston Road to DNT) (Bid No. 1203-045) and construction phase contingencies. Staff will be available during the meeting to address questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

Stonebrook Parkway and 36” Water Line

(Dallas North Tollway to Preston Road)

June 5, 2012



Water Line
Roadway Work

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE A STANDARD CONSTRUCTION CONTRACT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND TISEO PAVING COMPANY FOR STONEBROOK PARKWAY AND 36-INCH WATER LINE IMPROVEMENTS (PRESTON ROAD TO DNT); AUTHORIZING CONSTRUCTION PHASE CONTINGENCIES FOR THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Standard Construction Contract by and between the City of Frisco, Texas and Tiseo Paving Company for Stonebrook Parkway and 36-inch Water Line Improvements (Preston Road to DNT), a copy of which is attached hereto and incorporated herein for all purposes.

SECTION 2: In addition to the authority of the City Manager of the City of Frisco, Texas to execute the Standard Construction Contract for Stonebrook Parkway and 36-inch Water Line Improvements (Preston Road to DNT), the City Council hereby authorizes the City Manager of the City of Frisco, Texas to utilize construction phase contingencies towards the construction of the project for an amount not to exceed Three Hundred Thousand and 00/100 Dollars ($300,000.00).

SECTION 3: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS the _____ day of _____, 2012.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

STANDARD CONSTRUCTION CONTRACT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

THIS CONTRACT is made and entered into on this the ___ day of _____, 20___ by and between the City of Frisco (hereinafter referred to as "OWNER") and _____ (hereinafter referred to as "CONTRACTOR"). In consideration of the mutual covenants hereinafter set forth, the OWNER and CONTRACTOR agree as follows:

Article I. Work

The CONTRACTOR shall perform all of the Work as specified in the Contract Documents. The Work is generally described as follows:

STONEBROOK PARKWAY AND
36-INCH WATER LINE IMPROVEMENTS
(PRESTON TO DNT)

Plans and specifications prepared by: CH2M HILL, Inc. All extra Work shall be performed as specified or indicated in the Contract Documents; and, at the CONTRACTOR'S own cost and expense, the CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the OWNER.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this Agreement setting forth the Work to be performed; advertisement to bidders, instructions to bidders, bid form; addendum, if any; technical specifications; the general and special conditions, plans; any supplemental changes or agreements pertaining to the Work or materials thereof; all bonds referenced in the Contract; and any additional documents incorporated by reference. These form the Contract Documents and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items of Work listed and referred to in the Contract Documents within 840 calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

The OWNER shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents using current funds. Such payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents.

Article V. Debts

The OWNER may, at is option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

Article VI. Miscellaneous Provisions

The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

OWNER: **CITY OF FRISCO**	CONTRACTOR: **{BUSINESS NAME}**
_____	_____
_____ Printed/Typed Name	_____ Printed/Typed Name
_____ Title	_____ Title
_____ Attest	_____ Attest
(CORPORATE SEAL)	(CORPORATE SEAL)

Address for giving notices:	Address for giving notices:
City Manager's Office 5th Floor 6101 Frisco Square Blvd. Frisco, TX 75034	_____ _____ _____ _____
Engineering Services Department 3rd Floor 6101 Frisco Square Blvd. Frisco, TX 75034	

CH2M HILL
12750 Merit Drive
Suite 1100
Dallas, TX
75251
Tel 972.663.2237

May 30, 2012

362315

Art Hartle, PE
Senior Civil Engineer
6101 Frisco Square Blvd.
3rd Floor
Frisco, TX 75031

Subject: Stonebrook Parkway and 36-inch Water Line Improvements (Peston to DNT)
Recommendation for Contract Award

Dear Mr. Hartle:

Bids for the Stonebrook Parkway and 36-inch Water Line Improvements (Peston to DNT) were opened on Thursday May 24, 2012, at 1:00 p.m. in the City of Frisco – Room 3A. Five (5) bids to perform construction services were submitted from the following contractors:

- Tiseo Paving Company
- North Texas Contracting
- Mario Sinacola & Sons
- Lone Star Civil Construction, Inc.
- Ed Bell Construction Company

Bid Tabulation
CH2M HILL performed a bid tabulation to ensure that all contractors submitted correct bidding documents. Additionally, CH2M HILL reviewed each of the called out pay items to look for inconsistencies in the contractors unit pricing. Appendix A contains CH2M HILL's Bid Tabulation.

As per the Bid Tabulation, bid results are as follows:

EXHIBIT 1
Stonebrook Parkway and 36-inch Water Line Improvements (Preston to DNT)
Bid Results

Bid Ranking	Contractor	Bid Amount
Lowest Bid	Tiseo Paving Company	$10,228,751.15
2nd Lowest Bid	North Texas Contracting	$10,663,592.00
3rd Lowest Bid	Mario Sinacola & Sons	$11,453,185.22
4th Lowest Bid	Lone Star Civil Construction, Inc.	$ 11,474,344.28
5th Lowest Bid	Ed Bell Construction Company	$12,295,365.37

The engineer's opinion of probable cost for this project was $ 11,806,374.85. Typical expectation of accuracy for this type of estimate range from – 3 to -10 percent on the low side to +3 to +15 percent on the high side. The

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submitted cost of the five bidders range from -4 to 15 percent of the opinion of probable cost. Based on this analysis; the lowest bid submitted by Tiseo Paving Company appears to be reasonable for this project.

All bidders completed the bidding requirements.

Contractor Qualifications
The contract documents require all contractors to provide a list of references of the last 3 projects for the Roadway/Paving Contractor and for the Wet Utilities Contractor. As well as the proposed construction team.

The apparent low bidder, Tiseo Paving Company, provided a list of projects and references. CH2M HILL contacted the submitted references for the Wet Utilities Contractor as the references provided for the Roadway/Paving Contractor were City of Frisco references.

Out of the 3 references provided by Tiseo Paving Company, CH2M HILL was only able to speak to Steve Roger with the City of Terrell. He expressed that Larrett Inc. has done projects for the City of Terrell, most recently small water and sewer replacements around downtown. Largest water pipeline diameter is 12-inch.

Assessment
The material provided by Tiseo Paving Company, as provided in their bidding materials and qualifications show that they have the capacity to perform a project of this magnitude. Even though only one reference could be verified for the wet utilities contractor, all other references are positive.

The project design and specifications are clearly detailed so that a contractor can successfully complete the project by adhering to all requirements outlined within the documents. If the City of Frisco proceeds forward with Tiseo Paving Company for the Stonebrook Parkway and 36-inch Water Line Improvements (Preston to DNT), proper oversight is recommended to ensure the contractor strictly follows all specified requirements and Quality Control standards

Please feel free to contact any one of us if you require further information.

Sincerely,
CH2M HILL

Edward M. Motley, PE
Vice President

J. Felipe Pulido, PE
Project Manager

Stonebrook-BidRecommendationLetter
c: Copies

Attachments:
Tiseo Construction Team
Tiseo References
Bid Tabulation

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Stonebrook Parkway and 36-inch Water Line Improvements (Peston to DNT)
BID TABULATION

					Tiseo Paving Company		Mario Sinacola & Sons		Ed Bell Construction Company		Lone Star Civil Construction, Inc.		North Texas Contracting	
					Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes
Item No.	**Spec. Item**	**Name of Pay Item**	**Est. Quantity**	**Unit**	**Unit Price**	**Total Bid**	**Unit Price**	**Total Bid**	**Unit Price**	**Total Bid**	**Unit Price**	**Total Bid**	**Unit Price**	**Total Bid**
1	017113	**Mobilization and Demobilization**	1	LS	$ 553,500.00	$ 553,500.00	$ 550,000.00	$ 550,000.00	$ 400,000.00	$ 400,000.00	$ 418,672.00	$ 418,672.00	$ 345,000.00	$ 345,000.00
2	024100	**General Site Preparation**	1	LS	$ 405,500.00	$ 405,500.00	$ 707,784.00	$ 707,784.00	$ 200,000.00	$ 200,000.00	$ 928,710.00	$ 928,710.00	$ 260,000.00	$ 260,000.00
3	015813/DETAIL G01	**Furnish and Install Project Sign in accordance to specification 015813**	3	EA	$ 500.00	$ 1,500.00	$ 600.00	$ 1,800.00	$ 350.00	$ 1,050.00	$ 832.00	$ 2,496.00	$ 500.00	$ 1,500.00
4	331113	**Furnish and install 36-in diameter polyethylene wrapped ductile iron pipe (CL-250) restrained joined, for the project by open cut,including restrained joints, concrete thrust blocks, excavation, pipe installation, backfill, compaction, and all other related work**	680	LF	$ 266.00	$ 180,880.00	$ 270.00	$ 183,600.00	$ 300.00	$ 204,000.00	$ 274.30	$ 186,524.00	$ 330.00	$ 224,400.00
5	331113	**Furnish and install 36-in diameter polyethylene wrapped ductile iron pipe (CL-250), unrestrained, for the project by open cut, including concrete thrust blocks, excavation, pipe installation, backfill, compaction, and all other related work**	620	LF	$ 206.00	$ 127,720.00	$ 228.00	$ 141,360.00	$ 240.00	$ 148,800.00	$ 212.63	$ 131,830.60	$ 325.00	$ 201,500.00
6	331113	**Furnish and install 36-in diameter polyethylene wrapped ductile iron pipe (CL-150) restrained joined, for the project by open cut,including restrained joints, concrete thrust blocks, excavation, pipe installation, backfill, compaction, and all other related work**	3,920	LF	$ 237.00	$ 929,040.00	$ 250.00	$ 980,000.00	$ 245.00	$ 960,400.00	$ 244.53	$ 958,557.60	$ 300.00	$ 1,176,000.00
7	331113	**Furnish and install 36-in diameter polyethylene wrapped ductile iron pipe (CL-150), unrestrained, for the project by open cut, including concrete thrust blocks, excavation, pipe installation, backfill, compaction, and all other related work**	5,800	LF	$ 190.00	$ 1,102,000.00	$ 207.00	$ 1,200,600.00	$ 200.00	$ 1,160,000.00	$ 195.62	$ 1,134,596.00	$ 295.00	$ 1,711,000.00
8	331113/ 330520	**Furnish and install 36-in diameter polyethylene wrapped ductile iron pipe (CL-250), restrained, for the project by other than open cut, including a 54" steel casing, restrained joints, excavation, pipe installation, backfill, compaction, and all other related work, complete and in place for the sum of,**	1,200	LF	$ 1,185.00	$ 1,422,000.00	$ 1,265.00	$ 1,518,000.00	$ 1,275.00	$ 1,530,000.00	$ 1,222.64	$ 1,467,168.00	$ 1,300.00	$ 1,560,000.00
9	331113	**Furnish and install 20-in diameter polyethylene wrapped ductile iron pipe (CL-250) for the project by open cut, including restrained joints, concrete thrust blocks, excavation, pipe installation, backfill, compaction, and all other related work,**	75	LF	$ 125.70	$ 9,427.50	$ 250.00	$ 18,750.00	$ 125.00	$ 9,375.00	$ 129.71	$ 9,728.25	$ 115.00	$ 8,625.00
10	331113	**Furnish and install 12-in diameter polyethylene wrapped ductile iron pipe (CL-350) for the project by open cut, including restrained joints, concrete thrust blocks, excavation, pipe installation, backfill, compaction, and all other related work,**	65	LF	$ 100.00	$ 6,500.00	$ 105.00	$ 6,825.00	$ 175.00	$ 11,375.00	$ 103.66	$ 6,737.90	$ 110.00	$ 7,150.00
11	331114	**Furnish and install 12-in diamter PVC C-900, including restrained joints, concrete thrust blocks, excavation, pipe installation, backfill, compaction, and all other related work for the project by open cut**	510	LF	$ 56.65	$ 28,891.50	$ 85.00	$ 43,350.00	$ 75.00	$ 38,250.00	$ 58.47	$ 29,819.70	$ 100.00	$ 51,000.00
12	331114	**Furnish and install 6-in diamter PVC C-900, including restrained joints, concrete thrust blocks, excavation, pipe installation, backfill, compaction, and all other related work for the project by open cut,**	160	LF	$ 35.05	$ 5,608.00	$ 75.00	$ 12,000.00	$ 50.00	$ 8,000.00	$ 36.15	$ 5,784.00	$ 70.00	$ 11,200.00
13	333110	**Furnish and install 10-in diameter PVC Sanitary Sewer for the project by open cut,**	30	LF	$ 64.90	$ 1,947.00	$ 125.00	$ 3,750.00	$ 200.00	$ 6,000.00	$ 66.98	$ 2,009.40	$ 150.00	$ 4,500.00
14	331113	**Furnish and Install fittings for Ductile Iron pipe (CL-250)**	18	Ton	$ 13,905.00	$ 250,290.00	$ 10,000.00	$ 180,000.00	$ 20,000.00	$ 360,000.00	$ 14,352.73	$ 258,349.14	$ 10,000.00	$ 180,000.00
15	331219	**Furnish and Install Fire Hydrant Assembly**	10	Ea	$ 3,485.00	$ 34,850.00	$ 4,500.00	$ 45,000.00	$ 4,500.00	$ 45,000.00	$ 3,593.50	$ 35,935.00	$ 5,000.00	$ 50,000.00
16	331218	**Furnish and Install 36-inch Butterfly Valve**	6	Ea	$ 24,600.00	$ 147,600.00	$ 18,500.00	$ 111,000.00	$ 20,500.00	$ 123,000.00	$ 25,356.49	$ 152,138.94	$ 14,000.00	$ 84,000.00
17	331217	**Furnish and Install 12-inch Gate Valve**	4	Ea	$ 3,000.00	$ 12,000.00	$ 2,350.00	$ 9,400.00	$ 2,750.00	$ 11,000.00	$ 3,083.18	$ 12,332.72	$ 4,000.00	$ 16,000.00
18	331216	**Furnish and Install 3-inch combination Air/Vacuum Release Valve**	4	Ea	$ 8,830.00	$ 35,320.00	$ 15,500.00	$ 62,000.00	$ 13,500.00	$ 54,000.00	$ 9,111.33	$ 36,445.32	$ 10,000.00	$ 40,000.00
19	WWP-116	**Relocate 6-in Air Release Valve and Manhole at Preston Road**	1	LS	$ 10,250.00	$ 10,250.00	$ 4,500.00	$ 4,500.00	$ 20,000.00	$ 20,000.00	$ 10,578.50	$ 10,578.50	$ 10,000.00	$ 10,000.00
20	331217	**Remove and Salvage 6-inch gate valve and Install 6-inch blind flange**	17	Ea	$ 577.00	$ 9,809.00	$ 550.00	$ 9,350.00	$ 1,200.00	$ 20,400.00	$ 595.37	$ 10,121.29	$ 100.00	$ 1,700.00
21	331217	**Furnish and Install 6-inch Gate Valve**	10	Ea	$ 1,085.00	$ 10,850.00	$ 1,375.00	$ 13,750.00	$ 1,300.00	$ 13,000.00	$ 1,116.32	$ 11,163.20	$ 1,300.00	$ 13,000.00
22	330520	**Furnish and Install Groundmarkers**	23	Ea	$ 46.35	$ 1,066.05	$ 75.00	$ 1,725.00	$ 100.00	$ 2,300.00	$ 47.84	$ 1,100.32	$ 50.00	$ 1,150.00

Item No.	Spec. Item	Name of Pay Item	Est. Quantity	Unit	Tiseo Paving Company		Mario Sinacola & Sons		Ed Bell Construction Company		Lone Star Civil Construction, Inc.		North Texas Contracting	
					Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes
					Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid
23	WPP-16	**Furnish Connection to the existing 36-inch Ductile Iron Pipe (FLGxFLG) near Station 1+00**	1	LS	$ 11,600.00	$ 11,600.00	$ 10,000.00	$ 10,000.00	$ 16,000.00	$ 16,000.00	$ 11,960.61	$ 11,960.61	$ 10,000.00	$ 10,000.00
24	WPP-17	**Furnish Connection to the existing 36-inch Cement-Mortar lined/coated Steel Pipe near STA 88+22 (FLG x FLG)**	1	LS	$ 20,100.00	$ 20,100.00	$ 10,000.00	$ 10,000.00	$ 17,000.00	$ 17,000.00	$ 20,731.72	$ 20,731.72	$ 10,000.00	$ 10,000.00
25	WPP-2	**Furnish Connection to existing 18-inch Ductile Iron Pipe near STA 10+00**	1	LS	$ 19,900.00	$ 19,900.00	$ 35,000.00	$ 35,000.00	$ 14,000.00	$ 14,000.00	$ 20,519.09	$ 20,519.09	$ 20,000.00	$ 20,000.00
26	330510	**Furnish and Install Trench Safety System**	1,455	LF	$ 7.25	$ 10,548.75	$ 2.00	$ 2,910.00	$ 11.00	$ 16,005.00	$ 7.44	$ 10,825.20	$ 15.00	$ 21,825.00
27	331217	**Adjust Water Valve**	50	Ea	$ 375.00	$ 18,750.00	$ 275.00	$ 13,750.00	$ 700.00	$ 35,000.00	$ 229.64	$ 11,482.00	$ 50.00	$ 2,500.00
28	328000/G-6	**Design and Install Irrigation System from STA 13+00 to STA 17+75**	1	LS	$ 6,750.00	$ 6,750.00	$ 6,405.00	$ 6,405.00	$ 10,300.00	$ 10,300.00	$ 10,204.48	$ 10,204.48	$ 8,000.00	$ 8,000.00
29	328000/G-6	**Design and Install Irrigation System from STA 18+50 to STA 20+25**	1	LS	$ 2,100.00	$ 2,100.00	$ 1,995.00	$ 1,995.00	$ 4,000.00	$ 4,000.00	$ 3,090.64	$ 3,090.64	$ 5,000.00	$ 5,000.00
30	328000/G-6	**Design and Install Irrigation System from STA 30+25 to STA 37+75**	1	LS	$ 13,200.00	$ 13,200.00	$ 12,600.00	$ 12,600.00	$ 16,200.00	$ 16,200.00	$ 15,993.12	$ 15,993.12	$ 14,000.00	$ 14,000.00
31	328000/G-6	**Design and Install Irrigation System from STA 43+00 to STA 51+00**	1	LS	$ 4,000.00	$ 4,000.00	$ 3,780.00	$ 3,780.00	$ 17,300.00	$ 17,300.00	$ 17,045.60	$ 17,045.60	$ 15,000.00	$ 15,000.00
32	328000/G-6	**Design and Install Irrigation System from STA 52+00 to STA 58+75**	1	LS	$ 6,600.00	$ 6,600.00	$ 6,300.00	$ 6,300.00	$ 14,600.00	$ 14,600.00	$ 14,414.40	$ 14,414.40	$ 13,000.00	$ 13,000.00
33	328000/G-6	**Design and Install Irrigation System from STA 59+50 to STA 65+50**	1	LS	$ 6,600.00	$ 6,600.00	$ 6,300.00	$ 6,300.00	$ 13,000.00	$ 13,000.00	$ 12,835.68	$ 12,835.68	$ 12,000.00	$ 12,000.00
34	328000/G-6	**Design and Install Irrigation System from STA 66+50 to STA 70+00**	1	LS	$ 5,500.00	$ 5,500.00	$ 5,250.00	$ 5,250.00	$ 7,700.00	$ 7,700.00	$ 7,574.32	$ 7,574.32	$ 7,000.00	$ 7,000.00
35	328000/G-6	**Design and Install Irrigation System from STA 74+75 to STA 75+75**	1	LS	$ 5,500.00	$ 5,500.00	$ 5,250.00	$ 5,250.00	$ 2,400.00	$ 2,400.00	$ 2,311.92	$ 2,311.92	$ 3,000.00	$ 3,000.00
36	328000/G-6	**Design and Install Irrigation System from STA 83+25 to STA 84+75**	1	LS	$ 6,600.00	$ 6,600.00	$ 6,300.00	$ 6,300.00	$ 3,400.00	$ 3,400.00	$ 3,365.02	$ 3,365.02	$ 4,000.00	$ 4,000.00
37	328000/G-6	**Design and Install Irrigation System from STA 86+00 to STA 89+25**	1	LS	$ 4,400.00	$ 4,400.00	$ 4,200.00	$ 4,200.00	$ 7,200.00	$ 7,200.00	$ 7,048.18	$ 7,048.18	$ 5,000.00	$ 5,000.00
STONEBROOK PRESSURE REDUCING VALVE VAULT RETROFIT														
38	409001/ I-1/I-2/I-3	**Control Panel and Instrumentation component**	1	LS	$ 39,140.00	$ 39,140.00	$ 37,500.00	$ 37,500.00	$ 35,000.00	$ 35,000.00	$ 40,400.28	$ 40,400.28	$ 15,000.00	$ 15,000.00
39	409001/ I-1/I-2/I-3	**Control Panel Installation and Instrumentation**	1	LS	$ 12,360.00	$ 12,360.00	$ 3,000.00	$ 3,000.00	$ 10,000.00	$ 10,000.00	$ 12,757.98	$ 12,757.98	$ 5,000.00	$ 5,000.00
40	260500/ 260501/ 260502/E-1/E-2/E-3	**Electrical System components and Installation**	1	LS	$ 17,510.00	$ 17,510.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 18,073.81	$ 18,073.81	$ 9,000.00	$ 9,000.00
41	C/M-2	**Remove and Salvage 8-inch Cla-Val Pressure Reducing Valve**	1	LS	$ 1,236.00	$ 1,236.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 1,275.80	$ 1,275.80	$ 3,000.00	$ 3,000.00
42	331215/ C/M-2 /409001	**Furnish and Install 8-inch Cla-Val Pressure Reducing Valve**	2	Ea	$ 15,400.00	$ 30,800.00	$ 17,500.00	$ 35,000.00	$ 25,000.00	$ 50,000.00	$ 15,883.69	$ 31,767.38	$ 17,000.00	$ 34,000.00
43	C/M-2	**Replace Existing 4'x6' Sidewalk Door with new 4'x6' Sidewalk (H20 Loading)**	1	LS	$ 4,000.00	$ 4,000.00	$ 6,500.00	$ 6,500.00	$ 30,000.00	$ 30,000.00	$ 4,093.19	$ 4,093.19	$ 5,000.00	$ 5,000.00
44	C/M-2	**Furnish and Install Sump Pump and Discharge Piping**	1	LS	$ 5,305.00	$ 5,305.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 5,475.30	$ 5,475.30	$ 3,000.00	$ 3,000.00
LEBANON PRESSURE REDUCING VALVE VAULT RETROFIT														
45	409001/ I-1/I-2/I-3	**Control Panel and Instrumentation component**	1	LS	$ 39,150.00	$ 39,150.00	$ 37,500.00	$ 37,500.00	$ 35,000.00	$ 35,000.00	$ 40,400.28	$ 40,400.28	$ 15,000.00	$ 15,000.00
46	409001/ I-1/I-2/I-3	**Control Panel Installation and Instrumentation Installation**	1	LS	$ 12,400.00	$ 12,400.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 12,757.98	$ 12,757.98	$ 5,000.00	$ 5,000.00
47	260500/ 260501/ 260502/E-1/E-2/E-3	**Electrical System components and Installation**	1	LS	$ 17,510.00	$ 17,510.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 18,073.81	$ 18,073.81	$ 9,000.00	$ 9,000.00
48	C/M-1	**Remove and Salvage 8-inch Cla-Val Pressure Reducing Valve**	1	LS	$ 1,236.00	$ 1,236.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 1,275.80	$ 1,275.80	$ 3,000.00	$ 3,000.00
49	331215/ C/M-1 /409001	**Furnish and Install 8-inch Cla-Val Pressure Reducing Valve**	2	Ea	$ 15,350.00	$ 30,700.00	$ 17,500.00	$ 35,000.00	$ 25,000.00	$ 50,000.00	$ 15,841.16	$ 31,682.32	$ 17,010.00	$ 34,020.00
50	C/M-1	**Furnish and Install Sump Pump and Discharge Piping**	1	LS	$ 5,305.00	$ 5,305.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 5,475.30	$ 5,475.30	$ 3,000.00	$ 3,000.00

Stonebrook Parkway and 36-inch Water Line Improvements (Peston to DNT)
BID TABULATION

Item No.	Spec. Item	Name of Pay Item	Est. Quantity	Unit	Tiseo Paving Company		Mario Sinacola & Sons		Ed Bell Construction Company		Lone Star Civil Construction, Inc.		North Texas Contracting	
					Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes
					Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid
IKEA DRIVE PRESSURE REDUCING VALVE VAULT RETROFIT														
51	409001/ I-1/I-2/I-3	**Control Panel and Instrumentation component**	1	LS	$ 39,200.00	$ 39,200.00	$ 37,500.00	$ 37,500.00	$ 35,000.00	$ 35,000.00	$ 40,400.28	$ 40,400.28	$ 15,000.00	$ 15,000.00
52	409001/ I-1/I-2/I-3	**Control Panel Installation and Instrumentation Installation**	1	LS	$ 12,400.00	$ 12,400.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 12,757.98	$ 12,757.98	$ 5,000.00	$ 5,000.00
53	260500/ 260501/ 260502/E-1/E-2/E-3	**Electrical System components and Installation**	1	LS	$ 17,510.00	$ 17,510.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 18,073.81	$ 18,073.81	$ 9,000.00	$ 9,000.00
54	C/M-4	**Remove and Salvage 6-inch Cla-Val Pressure Reducing Valve**	1	LS	$ 1,240.00	$ 1,240.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 1,275.80	$ 1,275.80	$ 3,000.00	$ 3,000.00
55	331215/ C/M-4 /409001	**Furnish and Install 6-inch Cla-Val Pressure Reducing Valve**	2	Ea	$ 23,200.00	$ 46,400.00	$ 35,000.00	$ 70,000.00	$ 65,000.00	$ 130,000.00	$ 23,921.22	$ 47,842.44	$ 20,000.00	$ 40,000.00
56	C/M-4	**Furnish and Install Sump Pump and Discharge Piping**	1	LS	$ 5,360.00	$ 5,360.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 5,528.46	$ 5,528.46	$ 3,000.00	$ 3,000.00
57	C/M-4	**Abandon Existing Pressure Reducing Valve Vault**	1	LS	$ 14,700.00	$ 14,700.00	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00	$ 15,437.16	$ 15,437.16	$ 4,000.00	$ 4,000.00
DNT PRESSURE REDUCING VALVE VAULT RETROFIT														
58	409001/ I-1/I-2/I-3	**Control Panel and Instrumentation component**	1	LS	$ 39,140.00	$ 39,140.00	$ 37,500.00	$ 37,500.00	$ 35,000.00	$ 35,000.00	$ 40,400.28	$ 40,400.28	$ 15,000.00	$ 15,000.00
59	409001/ I-1/I-2/I-3	**Control Panel Installation and Instrumentation Installation**	1	LS	$ 12,360.00	$ 12,360.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 12,757.98	$ 12,757.98	$ 5,000.00	$ 5,000.00
60	260500/ 260501/ 260502/E-1/E-2/E-3	**Electrical System components and Installation**	1	LS	$ 17,510.00	$ 17,510.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 18,073.81	$ 18,073.81	$ 9,000.00	$ 9,000.00
61	C/M-3	**Remove and Salvage 12-inch Cla-Val Pressure Reducing Valve**	1	LS	$ 2,300.00	$ 2,300.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 2,338.96	$ 2,338.96	$ 4,000.00	$ 4,000.00
62	331215/ C/M-3 /409001	**Furnish and Install 12-inch Cla-Val Pressure Reducing Valve**	2	Ea	$ 22,000.00	$ 44,000.00	$ 19,000.00	$ 38,000.00	$ 30,000.00	$ 60,000.00	$ 22,645.42	$ 45,290.84	$ 20,000.00	$ 40,000.00
63	C/M-3	**Furnish and Install Sump Pump and Discharge Piping**	1	LS	$ 5,300.00	$ 5,300.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 5,422.14	$ 5,422.14	$ 3,000.00	$ 3,000.00
STREET														
64	312500	**Erosion Control (SWPPP)**	1	LS	$ 26,500.00	$ 26,500.00	$ 30,000.00	$ 30,000.00	$ 75,000.00	$ 75,000.00	$ 17,920.86	$ 17,920.86	$ 15,000.00	$ 15,000.00
65	347113	**Furnish and Install Traffic Control**	1	LS	$ 148,000.00	$ 148,000.00	$ 210,000.00	$ 210,000.00	$ 980,000.00	$ 980,000.00	$ 364,707.99	$ 364,707.99	$ 30,000.00	$ 30,000.00
66	321613	**Sawcut & Remove Existing Concrete Curb & Gutter**	550	LF	$ 5.00	$ 2,750.00	$ 15.00	$ 8,250.00	$ 6.00	$ 3,300.00	$ 7.85	$ 4,317.50	$ 8.00	$ 4,400.00
67	321313	**Sawcut & Remove Existing Concrete Pavement**	35,920	SY	$ 4.70	$ 168,824.00	$ 10.00	$ 359,200.00	$ 6.30	$ 226,296.00	$ 7.14	$ 256,468.80	$ 8.00	$ 287,360.00
68	321645	**Sawcut & Remove Existing Concrete Driveway**	1,460	SY	$ 4.25	$ 6,205.00	$ 8.00	$ 11,680.00	$ 8.00	$ 11,680.00	$ 4.93	$ 7,197.80	$ 6.00	$ 8,760.00
69	321650	**Sawcut & Remove Existing Concrete Sidewalk & Curb Ramps**	3,480	SY	$ 2.75	$ 9,570.00	$ 8.00	$ 27,840.00	$ 6.00	$ 20,880.00	$ 3.07	$ 10,683.60	$ 5.00	$ 17,400.00
70	312316	**Excavation (Roadway)**	12,140	CY	$ 14.30	$ 173,602.00	$ 12.00	$ 145,680.00	$ 15.00	$ 182,100.00	$ 11.97	$ 145,315.80	$ 15.00	$ 182,100.00
71	312413	**Embankment**	163	CY	$ 7.25	$ 1,181.75	$ 6.00	$ 978.00	$ 18.00	$ 2,934.00	$ 5.39	$ 878.57	$ 10.00	$ 1,630.00
72	321113	**6" Lime Stabilized Subgrade**	51,250	SY	$ 3.85	$ 197,312.50	$ 5.00	$ 256,250.00	$ 2.50	$ 128,125.00	$ 3.17	$ 162,462.50	$ 2.50	$ 128,125.00
73	321113	**Hydrated Lime**	925	TON	$ 161.00	$ 148,925.00	$ 142.80	$ 132,090.00	$ 150.00	$ 138,750.00	$ 173.16	$ 160,173.00	$ 165.00	$ 152,625.00
74	321313	**9" Continually Reinforced Concrete Pavement**	49,070	SY	$ 34.60	$ 1,697,822.00	$ 40.30	$ 1,977,521.00	$ 50.00	$ 2,453,500.00	$ 42.00	$ 2,060,940.00	$ 35.00	$ 1,717,450.00
75	34100	**Precast Headwall Panel**	620	SF	$ 105.00	$ 65,100.00	$ 32.00	$ 19,840.00	$ 50.00	$ 31,000.00	$ 83.42	$ 51,720.40	$ 50.00	$ 31,000.00
76	329800	**Metal Beam Guard Fence**	250	LF	$ 16.50	$ 4,125.00	$ 47.46	$ 11,865.00	$ 23.10	$ 5,775.00	$ 39.98	$ 9,995.00	$ 28.00	$ 7,000.00
77	321613	**Concrete Curb & Gutter Replacement**	550	LF	$ 20.00	$ 11,000.00	$ 25.00	$ 13,750.00	$ 10.00	$ 5,500.00	$ 30.12	$ 16,566.00	$ 20.00	$ 11,000.00
78	321400	**Concrete Median**	140	SY	$ 44.00	$ 6,160.00	$ 60.00	$ 8,400.00	$ 50.00	$ 7,000.00	$ 42.43	$ 5,940.20	$ 40.00	$ 5,600.00
79	321660	**Concrete Median Nose Type 1**	25	EA	$ 300.00	$ 7,500.00	$ 1,100.00	$ 27,500.00	$ 1,500.00	$ 37,500.00	$ 1,648.99	$ 41,224.75	$ 1,200.00	$ 30,000.00
80	321660	**Concrete Median Nose Type 2**	19	EA	$ 700.00	$ 13,300.00	$ 1,500.00	$ 28,500.00	$ 1,000.00	$ 19,000.00	$ 1,343.61	$ 25,528.59	$ 1,200.00	$ 22,800.00
81	321400	**Install City Supplied Concrete Pavers**	1,900	SY	$ 49.50	$ 94,050.00	$ 65.00	$ 123,500.00	$ 50.00	$ 95,000.00	$ 22.79	$ 43,301.00	$ 19.00	$ 36,100.00
82	321645	**6" Reinforced Concrete Driveway (Commercial)**	1,940	SY	$ 34.10	$ 66,154.00	$ 60.00	$ 116,400.00	$ 50.00	$ 97,000.00	$ 60.40	$ 117,176.00	$ 45.00	$ 87,300.00
83	321650	**4" Reinforced Concrete Sidewalk**	4,700	SY	$ 29.70	$ 139,590.00	$ 40.00	$ 188,000.00	$ 35.00	$ 164,500.00	$ 40.54	$ 190,538.00	$ 40.00	$ 188,000.00
84	033106	**Variable Height Sidewalk Retaining Wall**	300	SF	$ 40.00	$ 12,000.00	$ 120.00	$ 36,000.00	$ 100.00	$ 30,000.00	$ 59.76	$ 17,928.00	$ 60.00	$ 18,000.00
85	321655	**Barrier Free Ramp Type 1**	33	EA	$ 825.00	$ 27,225.00	$ 1,000.00	$ 33,000.00	$ 1,000.00	$ 33,000.00	$ 938.69	$ 30,976.77	$ 900.00	$ 29,700.00
86	321655	**Barrier Free Ramp Type 2**	6	EA	$ 855.00	$ 5,130.00	$ 1,000.00	$ 6,000.00	$ 1,050.00	$ 6,300.00	$ 998.91	$ 5,993.46	$ 900.00	$ 5,400.00
87	321655	**Barrier Free Ramp Type 3**	13	EA	$ 825.00	$ 10,725.00	$ 1,000.00	$ 13,000.00	$ 1,100.00	$ 14,300.00	$ 1,105.91	$ 14,376.83	$ 900.00	$ 11,700.00
88	347113	**Aluminum Signs**	230	SF	$ 22.00	$ 5,060.00	$ 16.28	$ 3,744.40	$ 13.13	$ 3,019.90	$ 20.80	$ 4,784.00	$ 40.00	$ 9,200.00
89	344150	**Small Roadside Sign Assemblies**	68	EA	$ 220.00	$ 14,960.00	$ 456.75	$ 31,059.00	$ 393.75	$ 26,775.00	$ 208.00	$ 14,144.00	$ 250.00	$ 17,000.00

					Tiseo Paving Company		Mario Sinacola & Sons		Ed Bell Construction Company		Lone Star Civil Construction, Inc.		North Texas Contracting	
					Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes
Item No.	**Spec. Item**	**Name of Pay Item**	**Est. Quantity**	**Unit**	**Unit Price**	**Total Bid**	**Unit Price**	**Total Bid**	**Unit Price**	**Total Bid**	**Unit Price**	**Total Bid**	**Unit Price**	**Total Bid**
90	321723	**REFL PAV MRK, TY 1, (W) 4" (BRK)**	7,950	LF	$ 0.90	$ 7,155.00	$ 0.84	$ 6,678.00	$ 0.84	$ 6,678.00	$ 1.72	$ 13,674.00	$ 1.00	$ 7,950.00
91	321723	**REFL PAV MRK, TY 1, (W) 4" (SLD)**	400	LF	$ 0.90	$ 360.00	$ 0.84	$ 336.00	$ 0.84	$ 336.00	$ 1.66	$ 664.00	$ 1.00	$ 400.00
92	321723	**REFL PAV MRK, TY 1, (Y) 4" (SLD)**	455	LF	$ 1.00	$ 455.00	$ 0.95	$ 432.25	$ 0.95	$ 432.25	$ 3.02	$ 1,374.10	$ 1.00	$ 455.00
93	321723	**REFL PAV MRK, TY 1, (W) 4" (DOT)**	365	LF	$ 2.20	$ 803.00	$ 2.10	$ 766.50	$ 2.10	$ 766.50	$ 1.72	$ 627.80	$ 1.00	$ 365.00
94	321723	**REFL PAV MRK, TY 1, (W) 8" (SLD)**	6,800	LF	$ 1.60	$ 10,880.00	$ 1.52	$ 10,336.00	$ 1.52	$ 10,336.00	$ 1.40	$ 9,520.00	$ 2.00	$ 13,600.00
95	321723	**REFL PAV MRK, TY 1, (W) 24" (SLD)**	2,500	LF	$ 5.30	$ 13,250.00	$ 5.04	$ 12,600.00	$ 5.04	$ 12,600.00	$ 2.07	$ 5,175.00	$ 6.00	$ 15,000.00
96	321723	**REFL PAV MRK, TY 1, (W) (WORD)**	43	EA	$ 126.50	$ 5,439.50	$ 120.75	$ 5,192.25	$ 120.75	$ 5,192.25	$ 182.00	$ 7,826.00	$ 100.00	$ 4,300.00
97	321723	**REFL PAV MRK, TY 1, (W) (ARROW)**	58	EA	$ 110.00	$ 6,380.00	$ 105.00	$ 6,090.00	$ 105.00	$ 6,090.00	$ 145.60	$ 8,444.80	$ 100.00	$ 5,800.00
98	321723	**REFL PAV MRK, TY II-C-R**	1,443	EA	$ 3.15	$ 4,545.45	$ 2.99	$ 4,314.57	$ 2.99	$ 4,314.57	$ 3.38	$ 4,877.34	$ 4.00	$ 5,772.00
99	321723	**ELIM EXT PAV MRK & MRKS (4")**	4,640	LF	$ 0.72	$ 3,340.80	$ 0.68	$ 3,155.20	$ 0.68	$ 3,155.20	$ 0.68	$ 3,155.20	$ 1.00	$ 4,640.00
100	321723	**ELIM EXT PAV MRK & MRKS (8")**	3,050	LF	$ 1.65	$ 5,032.50	$ 1.58	$ 4,819.00	$ 1.58	$ 4,819.00	$ 1.03	$ 3,141.50	$ 1.00	$ 3,050.00
101	321723	**ELIM EXT PAV MRK & MRKS (24")**	1,180	LF	$ 2.90	$ 3,422.00	$ 2.73	$ 3,221.40	$ 2.73	$ 3,221.40	$ 2.08	$ 2,454.40	$ 3.00	$ 3,540.00
102	334913	**Adjust Manhole**	3	EA	$ 4,020.00	$ 12,060.00	$ 750.00	$ 2,250.00	$ 2,500.00	$ 7,500.00	$ 531.58	$ 1,594.74	$ 1,300.00	$ 3,900.00
103	329223	**Landscape Sodding**	2,000	SY	$ 4.75	$ 9,500.00	$ 2.89	$ 5,780.00	$ 2.78	$ 5,560.00	$ 2.44	$ 4,880.00	$ 3.00	$ 6,000.00
104	329223	**Landscape Seeding**	66,000	SY	$ 1.30	$ 85,800.00	$ 0.76	$ 50,160.00	$ 0.97	$ 64,020.00	$ 0.35	$ 23,100.00	$ 0.60	$ 39,600.00
STORMWATER														
105	334920	**Install 10' Recessed Curb Inlet**	13	Ea	$ 3,300.00	$ 42,900.00	$ 3,000.00	$ 39,000.00	$ 4,000.00	$ 52,000.00	$ 3,402.13	$ 44,227.69	$ 3,500.00	$ 45,500.00
106	334920	**Install 15' Recessed Curb Inlet**	2	Ea	$ 3,710.00	$ 7,420.00	$ 3,200.00	$ 6,400.00	$ 5,000.00	$ 10,000.00	$ 3,827.39	$ 7,654.78	$ 4,000.00	$ 8,000.00
107	334920	**Install Stage II Recessed Curb Inlet**	8	Ea	$ 2,885.00	$ 23,080.00	$ 2,800.00	$ 22,400.00	$ 3,000.00	$ 24,000.00	$ 2,976.39	$ 23,811.12	$ 2,000.00	$ 16,000.00
108	334913	**Install Type I Storm Drain Manhole**	2	Ea	$ 4,560.00	$ 9,120.00	$ 5,000.00	$ 10,000.00	$ 7,500.00	$ 15,000.00	$ 4,704.51	$ 9,409.02	$ 2,500.00	$ 5,000.00
109	334113	**18" CL III RCP**	1,860	LF	$ 46.35	$ 86,211.00	$ 53.00	$ 98,580.00	$ 65.00	$ 120,900.00	$ 47.84	$ 88,982.40	$ 55.00	$ 102,300.00
110	334113	**24" CL III RCP**	840	LF	$ 56.65	$ 47,586.00	$ 65.00	$ 54,600.00	$ 75.00	$ 63,000.00	$ 58.47	$ 49,114.80	$ 65.00	$ 54,600.00
LIGHTING & TRAFFIC SIGNALS														
111	260502	**Type "A" Ground Box w/ Concrete Apron (Illumination)**	16	EA	$ 660.00	$ 10,560.00	$ 498.75	$ 7,980.00	$ 661.50	$ 10,584.00	$ 507.58	$ 8,121.28	$ 600.00	$ 9,600.00
112	260502	**Type "D" Ground Box w/ Concrete Apron (Illumination)**	4	EA	$ 770.00	$ 3,080.00	$ 577.50	$ 2,310.00	$ 672.00	$ 2,688.00	$ 587.73	$ 2,350.92	$ 700.00	$ 2,800.00
113	270500	**PVC Sch. 40 Trench Conduit (2") (w/ps)**	11,040	LF	$ 4.95	$ 54,648.00	$ 5.25	$ 57,960.00	$ 4.20	$ 46,368.00	$ 5.34	$ 58,953.60	$ 5.00	$ 55,200.00
114	270500	**PVC Sch. 40 Bore Conduit (2") (w/ps)**	1,550	LF	$ 14.30	$ 22,165.00	$ 14.70	$ 22,785.00	$ 10.50	$ 16,275.00	$ 14.96	$ 23,188.00	$ 14.00	$ 21,700.00
115	260500	**Electrical Conductor (No. 6) Bare**	4,760	LF	$ 1.10	$ 5,236.00	$ 0.74	$ 3,522.40	$ 1.05	$ 4,998.00	$ 0.75	$ 3,570.00	$ 1.00	$ 4,760.00
116	260500	**Electrical Conductor (No. 6) Insulated**	2,800	LF	$ 1.10	$ 3,080.00	$ 0.84	$ 2,352.00	$ 1.05	$ 2,940.00	$ 0.85	$ 2,380.00	$ 1.00	$ 2,800.00
117	260500	**Electrical Conductor (No. 4) Bare**	7,860	LF	$ 1.65	$ 12,969.00	$ 1.10	$ 8,646.00	$ 1.05	$ 8,253.00	$ 1.12	$ 8,803.20	$ 1.50	$ 11,790.00
118	260500	**Electrical Conductor (No. 4) Insulated**	15,780	LF	$ 1.65	$ 26,037.00	$ 1.16	$ 18,304.80	$ 1.05	$ 16,569.00	$ 1.18	$ 18,620.40	$ 1.50	$ 23,670.00
119	260500	**Electrical Conductor (No. 2) Bare**	290	LF	$ 2.20	$ 638.00	$ 1.47	$ 426.30	$ 1.58	$ 458.20	$ 1.50	$ 435.00	$ 2.00	$ 580.00
120	260500	**Electrical Conductor (No. 2) Insulated**	570	LF	$ 2.20	$ 1,254.00	$ 1.58	$ 900.60	$ 1.58	$ 900.60	$ 1.60	$ 912.00	$ 2.00	$ 1,140.00
121	260501	**Electrical Service Type "A" (240/480)060(NS)SS(E)PS(U)**	2	EA	$ 4,675.00	$ 9,350.00	$ 4,541.25	$ 9,082.50	$ 5,250.00	$ 10,500.00	$ 4,621.66	$ 9,243.32	$ 4,500.00	$ 9,000.00
122	265619	**Luminaire Pole (Single Arm)**	27	EA	$ 1,705.00	$ 46,035.00	$ 1,716.75	$ 46,352.25	$ 2,100.00	$ 56,700.00	$ 1,747.15	$ 47,173.05	$ 1,500.00	$ 40,500.00
123	265619	**Luminaire Pole (Dual Arm)**	38	EA	$ 1,815.00	$ 68,970.00	$ 1,837.50	$ 69,825.00	$ 2,415.00	$ 91,770.00	$ 1,870.04	$ 71,061.52	$ 1,800.00	$ 68,400.00
124	265620	**Luminaire Fixture (City Std - TY III)**	60	EA	$ 990.00	$ 59,400.00	$ 567.00	$ 34,020.00	$ 1,050.00	$ 63,000.00	$ 577.04	$ 34,622.40	$ 1,000.00	$ 60,000.00
125	265620	**Luminaire Fixture (City Std - TY IV)**	5	EA	$ 1,375.00	$ 6,875.00	$ 567.00	$ 2,835.00	$ 1,050.00	$ 5,250.00	$ 577.04	$ 2,885.20	$ 1,300.00	$ 6,500.00
126	033101	**Drilled Shaft Foundation (8FT LN X 30 IN DIA) (Illumination)**	520	LF	$ 88.00	$ 45,760.00	$ 157.50	$ 81,900.00	$ 162.75	$ 84,630.00	$ 160.29	$ 83,350.80	$ 80.00	$ 41,600.00
127	033101	**Drill Shaft (TRF SIG POLE) (36IN)**	50	LF	$ 231.00	$ 11,550.00	$ 199.50	$ 9,975.00	$ 189.00	$ 9,450.00	$ 203.03	$ 10,151.50	$ 230.00	$ 11,500.00
128	033101	**Drill Shaft (TRF SIG POLE) (48IN)**	70	LF	$ 374.00	$ 26,180.00	$ 262.50	$ 18,375.00	$ 215.25	$ 15,067.50	$ 267.15	$ 18,700.50	$ 350.00	$ 24,500.00
129	270500	**CONDT (PVC) (SCHD 40)(3")**	395	LF	$ 6.05	$ 2,389.75	$ 6.30	$ 2,488.50	$ 8.40	$ 3,318.00	$ 6.41	$ 2,531.95	$ 6.00	$ 2,370.00
130	270500	**CONDT (PVC) (SCHD 40)(4")**	790	LF	$ 7.70	$ 6,083.00	$ 7.35	$ 5,806.50	$ 9.45	$ 7,465.50	$ 7.48	$ 5,909.20	$ 8.00	$ 6,320.00
131	270500	**CONDT (PVC) (SCHD 40)(4") (BORE)**	970	LF	$ 16.50	$ 16,005.00	$ 24.15	$ 23,425.50	$ 18.90	$ 18,333.00	$ 24.58	$ 23,842.60	$ 17.00	$ 16,490.00
132	260500	**Electrical Conductor (No.4) INSULATED**	180	LF	$ 1.65	$ 297.00	$ 1.16	$ 208.80	$ 1.05	$ 189.00	$ 1.18	$ 212.40	$ 2.00	$ 360.00
133	260500	**Electrical Conductor (No. 6) BARE**	4,150	LF	$ 1.10	$ 4,565.00	$ 0.79	$ 3,278.50	$ 1.05	$ 4,357.50	$ 0.80	$ 3,320.00	$ 1.00	$ 4,150.00
134	260500	**Electrical Conductor (No. 8) INSULATED**	10,090	LF	$ 1.00	$ 10,090.00	$ 0.84	$ 8,475.60	$ 1.05	$ 10,594.50	$ 0.85	$ 8,576.50	$ 1.00	$ 10,090.00
135	260500	**Electrical Conductor (No. 12) INSULATED**	1,590	LF	$ 0.55	$ 874.50	$ 0.42	$ 667.80	$ 1.05	$ 1,669.50	$ 0.43	$ 683.70	$ 1.00	$ 1,590.00
136	344135	**GROUND BOX TY C (162911) W/ APRON)**	12	EA	$ 715.00	$ 8,580.00	$ 525.00	$ 6,300.00	$ 666.75	$ 8,001.00	$ 534.30	$ 6,411.60	$ 700.00	$ 8,400.00
137	344113	**INSTALL HWY TRF SIG (ISOLATED)**	3	EA	$ 10,650.00	$ 31,950.00	$ 12,337.50	$ 37,012.50	$ 18,375.00	$ 55,125.00	$ 12,555.95	$ 37,667.85	$ 10,000.00	$ 30,000.00
138	344140	**TEMP TRAF SIGNALS**	1	EA	$ 27,500.00	$ 27,500.00	$ 31,870.65	$ 31,870.65	$ 31,500.00	$ 31,500.00	$ 32,435.50	$ 32,435.50	$ 28,000.00	$ 28,000.00
139	344130	**TRF SIG CBL (TY A) (14 AWG) (5 CONDR)**	2,280	LF	$ 1.32	$ 3,009.60	$ 1.05	$ 2,394.00	$ 1.05	$ 2,394.00	$ 1.07	$ 2,439.60	$ 1.00	$ 2,280.00

					Tiseo Paving Company		Mario Sinacola & Sons		Ed Bell Construction Company		Lone Star Civil Construction, Inc.		North Texas Contracting	
					Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes	Addenda Acknowledgement: Yes	Bid Bond: Yes
Item No.	**Spec. Item**	**Name of Pay Item**	**Est. Quantity**	**Unit**	**Unit Price**	**Total Bid**	**Unit Price**	**Total Bid**	**Unit Price**	**Total Bid**	**Unit Price**	**Total Bid**	**Unit Price**	**Total Bid**
140	344130	**TRF SIG CBL (TY A) (14 AWG) (7 CONDR)**	1,130	LF	$ 1.54	$ 1,740.20	$ 1.05	$ 1,186.50	$ 1.05	$ 1,186.50	$ 1.07	$ 1,209.10	$ 1.00	$ 1,130.00
141	344130	**TRF SIG CBL (TY A) (14 AWG) (10 CONDR)**	3,870	LF	$ 2.09	$ 8,088.30	$ 1.68	$ 6,501.60	$ 2.10	$ 8,127.00	$ 1.71	$ 6,617.70	$ 2.00	$ 7,740.00
142	344130	**TRF SIG CBL (TY A) (14 AWG) (20 CONDR)**	3,370	LF	$ 3.85	$ 12,974.50	$ 3.15	$ 10,615.50	$ 3.15	$ 10,615.50	$ 3.21	$ 10,817.70	$ 4.00	$ 13,480.00
143	344130	**TRF SIG CBL (TY A) (14 AWG) (25 CONDR)**	290	LF	$ 4.40	$ 1,276.00	$ 5.25	$ 1,522.50	$ 4.20	$ 1,218.00	$ 5.34	$ 1,548.60	$ 4.00	$ 1,160.00
144	344125	**PED POLE ASSEMBLY**	9	EA	$ 1,210.00	$ 10,890.00	$ 1,338.75	$ 12,048.75	$ 1,575.00	$ 14,175.00	$ 1,362.45	$ 12,262.05	$ 1,200.00	$ 10,800.00
145	344125	**PEDESTRIAN PUSH BUTTON**	1	EA	$ 220.00	$ 220.00	$ 430.50	$ 430.50	$ 1,312.50	$ 1,312.50	$ 438.12	$ 438.12	$ 200.00	$ 200.00
146	344113	**REMOVING TRAFFIC SIGNALS**	3	EA	$ 5,500.00	$ 16,500.00	$ 3,675.00	$ 11,025.00	$ 1,890.00	$ 5,670.00	$ 3,740.07	$ 11,220.21	$ 5,000.00	$ 15,000.00
147	260501	**Electrical Service Ty D (Install Only)**	1	EA	$ 1,650.00	$ 1,650.00	$ 632.10	$ 632.10	$ 1,501.50	$ 1,501.50	$ 37,400.07	$ 37,400.07	$ 1,500.00	$ 1,500.00
148		**Project Contingency ***	1	LS	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00
TOTAL AMOUNT BID - BASE BID						$ 10,228,751.15		$ 11,453,185.22		$ 12,295,365.37		$ 11,474,344.28		$ 10,663,592.00

AGENDA ITEM #17.

Packet Page -83-

AGENDA ITEM #18.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

cc: **George Purefoy, City Manager**
Paul Knippel, P.E., Director of Engineering
Elizabeth Metting, P.E., Asst. Director/City Engineer

From: **Arthur Hartle, P.E., Senior Civil Engineer**

Date: **June 5, 2012**

Subject: **Consider and act upon approval of a Resolution authorizing the City Manager to execute an agreement with Southwestern Bell Telephone Company d/b/a AT&T Texas for Construction Services to relocate facilities along Stonebrook Parkway (Engineering\AH)**

Action Requested: Staff requests that City Council consider and act upon adoption of a Resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and Southwestern Bell Telephone Company d/b/a AT&T Texas to relocate facilities along Stonebrook Parkway.

Background Information: The improvements to Stonebrook Parkway from Preston Road to Dallas Parkway include widening the road to six lanes and a minor realignment of the pavement which requires additional right-of-way along the south side of the road. The existing AT&T facilities are in an easement on the south side of the road at Frisco High School but will be partially within the new right-of-way and new pavement area of Stonebrook Parkway. The AT&T facilities must be relocated to construct the improvements to Stonebrook.

The main points of the agreement are as follows:

- AT&T will remove, relocate and install the necessary infrastructure.
- City of Frisco will pay the estimated $388,777.37 cost of relocation.
- The cost is only an estimate, and the City will pay the actual costs when work is completed.

Alternatives: The City Council could consider the following alternatives:

- Approval of Resolution to authorize City Manager to execute the Agreement
- Deny approval of Resolution

Financial Considerations: Funding for the construction of this project will come from the General Obligation Funds.

Legal Review: This agreement has been reviewed and approved by the City Attorney.

Supporting Documents:

- Copy of Agreement with Southwestern Bell/AT&T
- Copy of Resolution

Staff Recommendation: Staff recommends approval of the Resolution.

AT&T Texas

APPLICATION and LETTER OF AGREEMENT FOR CONSTRUCTION SERVICES

May 11, 2012

CWOTS Record Number: 807T12
Customer Billing Telephone Number: Special Bill

BILL TO: **CITY OF FRISCO**
6101 Frisco Square Blvd.
Third Floor
Frisco, TX 75034

WORK SITE LOCATION: South side of Stonebrook Parkway

DESCRIPTION OF CONSTRUCTION SERVICES TO BE PERFORMED: Customer requested relocation of all AT&T equipment with the existing RT easement due to it being in the vehicle line of sight. This cost estimate is for project to place new RT, cross box and VRAD; cut around all working service; remove old RT, cross box, VRAD, and Mesa Cabinet. Cost estimate includes all materials and labor.

ESTIMATED LABOR EXPENSE: $ 201,258.77

ESTIMATED MATERIAL EXPENSE: $ 187,518.60

ESTIMATED CHARGE FOR CONSTRUCTION SERVICES:
ESTIMATED COST: $ 388,777.37 (Advance Payment)
(Actual charges may exceed this estimated cost.)

Applicant requests that Southwestern Bell Telephone Company d/b/a AT&T Texas (hereafter "SWBT") perform the above-described construction services on Applicant's behalf. Applicant agrees to pay the charge(s) indicated above for such work. The work is to be done on an "Actual Cost" basis, all charge(s) will be computed in accordance with Southwestern Bell Telephone Company's ordinary accounting practices and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job. The Applicant affirms that the cost estimate furnished by the Telephone Company has been considered only as an estimate of approximate costs and that the actual costs incurred by the Telephone Company in doing the work at the particular time and location might be higher. Said estimated cost is subject to change due to any number of factors including, but not limited to, changing conditions in the field, weather delays, or changes in the scope of the work.

ESTIMATED PRICE QUOTE
The above estimated price is guaranteed for 60 days from May 11, 2012. If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the estimated price set out above.

PAYMENT
Applicant agrees to make an advance payment of **$ 388,777.37** prior to commencement of the work. **Please make check payable to AT&T.** Applicable charges for Construction Services will be billed on a special bill separate from the bill that Applicant receives for telephone service.

Applicant, its agents, servants, or employees agree to make payment on change orders within thirty (30) days of the date of signature on the change order. Failure to make payment within the designated thirty (30) day time period will operate to cancel the change order and Southwestern Bell Telephone Company will cease all work activity on the project until payment is made.

When the Applicant agrees to Interval Billing *, the balance of the Contract Price or Actual Cost (as applicable) will be made in monthly payments. If the Actual Cost made varies from the Estimated Cost, then a correcting

adjustment will be made in the last payment. If the parties cannot agree to Interval Billing, Applicant will make an advance payment as indicated above.
*Applicable to orders over $25,000 and work will take 6 or more months to complete.

TAXES
Applicant will pay and indemnify SWBT against all sales, use and other taxes (excluding income and franchise taxes), including fees, levies, other similar changes, interest and penalties imposed upon and paid by or assessed on SWBT by reason of its sale and installation of material and provision of construction services under this Application except to the extent a valid tax exemption certificate is provided by Applicant to SWBT prior to the delivery of material and provisioning of construction services.

STOP WORK ORDER
In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Karen Rose, 4801 Matlock Road., Room B-16, Arlington, Texas 76018.** If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order.

If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Southwestern Bell Telephone Company, in writing of the cancellation. Southwestern Bell Telephone Company will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will Southwestern Bell Telephone Company be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

CANCELLATION
If the applicant cancels the work prior to completion, Applicant must notify Southwestern Bell Telephone Company, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Southwestern Bell Telephone Company for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Southwestern Bell Telephone Company will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.

CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS
Should concealed conditions exist, including conditions that may exist below the surface of the ground, or if conditions exist that could not have been anticipated by Southwestern Bell Telephone Company at the time of this agreement, Southwestern Bell Telephone Company will be entitled to additional funds and/or additional time to complete the work. Southwestern Bell Telephone Company will request such additional funding and/or additional time through a request for a change order.

Conditions that may materially alter the scope of work and/or the cost associated with the work include, but are not limited to conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that Southwestern Bell Telephone Company, could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.

Should Applicant or its agents, servants, or employees order or seek changes in the scope of the work, Southwestern Bell Telephone Company is entitled to seek from Applicant, its agents, servants, or employees, additional funds as necessary to perform the work, and additional time, as necessary to complete the work. Said request for additional funds and/or additional time will be through change order.

All change orders will be in writing.

All change orders will be submitted and accepted by Applicant, its agents, servants, or employees, before Southwestern Bell Telephone Company proceeds to execute the work or, if work has been initiated on the project, continues with executing the work except in an emergency endangering life or property.

Applicant, its agents, servants or employees, are deemed to have accepted the terms of any change order by signing where indicated on the change order.

Under no circumstances will Southwestern Bell Telephone Company's request for a change order be deemed or used as evidence of delay on the project. Nor will any change order issued in this project be used to charge Southwestern Bell Telephone Company with responsibility for any alleged delay on the project.

NO DAMAGE FOR DELAY
Under no circumstances will Southwestern Bell Telephone Company be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this agreement for construction services.

TIME TO COMPLETE
Any representation by Southwestern Bell Telephone Company, its agents, servants or employees that the project, or any additional work authorized by change order, will be complete by a certain date or certain time period is strictly an estimate and not binding on Southwestern Bell Telephone Company, its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Southwestern Bell Telephone Company's control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Southwestern Bell Telephone Company, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

CHOICE OF LAW AND ARBITRATION
Should any dispute arise between the parties concerning the subject matter of this agreement, or any term contained therein, the parties agree that the dispute or claim shall be submitted to binding arbitration before the American Arbitration Association. The parties further agree that the prevailing party in any such dispute will be entitled to recover attorney's fees and costs of arbitration.
Texas law governs the application of this agreement and all terms contained therein.

INDEMNIFICATION AND HOLD HARMLESS
Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless Southwestern Bell Telephone Company, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.

ENTIRE AGREEMENT
The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

MODIFICATION & NOTICE
Any modification to this agreement must be made in writing and signed by both parties. Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

ACCEPTED FOR CUSTOMER:

_____
Authorized Signature, Title or
Relationship to Company or Individual
Company: City of Frisco
Printed Name: _____

Date: _____

ACCEPTED FOR Southwestern Bell Telephone Company:

_____

Title: Manager – Operations Control
Company: SWBT dba AT&T Texas
Printed Name: Karen Rose

Date: _____

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE AN AGREEMENT WITH SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS FOR CONSTRUCTION SERVICES TO RELOCATE FACILITIES ALONG STONEBROOK PARKWAY; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an agreement with Southwestern Bell Telephone Company d/b/a AT&T Texas for Construction Services to relocate facilities along Stonebrook Parkway, a copy of which is attached hereto and incorporated herein for all purposes.

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED this the day_____ of_____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

AGENDA ITEM #19.

Engineering Services
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

cc: **George Purefoy, City Manager**
Paul Knippel, P.E., Director of Engineering Services
Elizabeth Metting, P.E., Asst. Director/City Engineer

From: **Jason Brodigan, P.E., Senior Civil Engineer**

Date: **June 5, 2012**

Subject: **Consider and act upon approval of a Resolution authorizing the City Manager to execute an agreement with Southwestern Bell Telephone Company d/b/a AT&T Texas for Construction Services to relocate facilities on FM 423.**

Action Requested: Staff requests that City Council consider and act upon adoption of a Resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and Southwestern Bell Telephone Company, d/b/a AT&T Texas, in the estimated amount of $7,055.53.

Background Information: Construction of the FM 423 project includes right turn deceleration lanes requested by property owners; however, the deceleration lanes were added after plans for the project were completed and construction had begun. Construction of the deceleration lanes will require AT&T to relocate an existing cable. AT&T relocated their facilities before construction of FM 423 began, so AT&T will require payment for construction services to relocate their facilities to accommodate the improvements. The City is acting on behalf of the property owners and working with TxDOT and the franchise utility companies to incorporate the turn lanes into the FM 423 construction project.

Alternatives: The City Council could consider the following alternatives:

- Approval of Resolution to authorize City Manager to execute the Agreement
- Deny approval of Resolution

Financial Considerations: The City of Frisco has previously executed Escrow Agreements with the property owners which require the property owners to pay for the cost of the AT&T relocations.

Legal Review: This agreement has been reviewed and approved by the City Attorney.

Supporting Documents: Supporting documents include the following items:

- Copy of Agreement
- Copy of Resolution

Staff Recommendation: Staff recommends approval of a Resolution authorizing the City Manager to execute the Agreement. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE AN AGREEMENT WITH SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS FOR CONSTRUCTION SERVICES TO RELOCATE FACILITIES ON FM 423; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an agreement with Southwestern Bell Telephone Company d/b/a AT&T Texas for Construction Services to relocate facilities on FM 423, a copy of which is attached hereto and incorporated herein for all purposes.

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED this the _____day of_____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary



AT&T Texas

APPLICATION and LETTER OF AGREEMENT FOR CONSTRUCTION SERVICES

April 13, 2012

CWOTS Record Number: 605T12
Customer Billing Telephone Number: SPECIAL BILL

BILL TO: CITY OF FRISCO
6101 Frisco Square Blvd.
3rd Floor
Frisco, TX 75034

WORK SITE LOCATION: FM 423 at Stonebrook Parkway, Frisco, Texas

DESCRIPTION OF CONSTRUCTION SERVICES TO BE PERFORMED: Replace 300 feet of service wire and pothole fiber cable at customer's request.

LABOR EXPENSE: $ 7,055.53

CHARGE FOR CONSTRUCTION SERVICES: CONTRACT PRICE: $ 7,055.53 (Advance Payment)

Applicant requests that Southwestern Bell Telephone Company d/b/a AT&T Texas (hereafter "SWBT) act as its agent in performing the above-described construction services on Applicant's behalf. Applicant agrees to pay the charge(s) indicated above for such work. The charge(s) will be computed in accordance with Southwestern Bell Telephone Company's ordinary accounting practices and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job.

PRICE QUOTE
The above estimated price is guaranteed for 60 days from April 13, 2012. If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the estimated price set out above.

PAYMENT
Applicant agrees to make an advance payment of **$ 7,055.53** prior to commencement of the work. **Please make check payable to AT&T.** Applicable charges for Construction Services will be billed on a special bill separate from the bill that Applicant receives for telephone service.

Applicant, its agents, servants, or employees agree to make payment on change orders within thirty (30) days of the date of signature on the change order. Failure to make payment within the designated thirty (30) day time period will operate to cancel the change order and Southwestern Bell Telephone Company will cease all work activity on the project until payment is made.

TAXES
Applicant will pay and indemnify SWBT against all sales, use and other taxes (excluding income and franchise taxes), including fees, levies, other similar changes, interest and penalties imposed upon and paid by or assessed on SWBT by reason of its sale and installation of material and provision of construction services under this Application except to the extent a valid tax exemption certificate is provided by Applicant to SWBT prior to the delivery of material and provisioning of construction services.

STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Karen Rose, 4801 Matlock Road., Room B-16, Arlington, Texas 76018.** If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order.

If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Southwestern Bell, L.P., in writing of the cancellation. Southwestern Bell Telephone Company will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will Southwestern Bell Telephone Company be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

CANCELLATION

If the applicant cancels the work prior to completion, Applicant must notify Southwestern Bell Telephone Company, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Southwestern Bell Telephone Company for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Southwestern Bell Telephone Company will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.

CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS

Should concealed conditions exist, including conditions that may exist below the surface of the ground, or if conditions exist that could not have been anticipated by Southwestern Bell Telephone Company at the time of this agreement, Southwestern Bell Telephone Company will be entitled to additional funds and/or additional time to complete the work. Southwestern Bell telephone Company will request such additional funding and/or additional time through a request for a change order.

Conditions that may materially alter the scope of work and/or the cost associated with the work include, but are not limited to conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that Southwestern Bell Telephone Company, could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.

Should Applicant or its agents, servants, or employees order or seek changes in the scope of the work, Southwestern Bell Telephone Company is entitled to seek from Applicant, its agents, servants, or employees, additional funds as necessary to perform the work, and additional time, as necessary to complete the work. Said request for additional funds and/or additional time will be through change order.

All change orders will be in writing.

All change orders will be submitted and accepted by Applicant, its agents, servants, or employees, before Southwestern Bell Telephone Company proceeds to execute the work or, if work has been initiated on the project, continues with executing the work except in an emergency endangering life or property.

Applicant, its agents, servants or employees, are deemed to have accepted the terms of any change order by signing where indicated on the change order.

Under no circumstances will Southwestern Bell Telephone Company's request for a change order be deemed or used as evidence of delay on the project. Nor will any change order issued in this project be used to charge Southwestern Bell Telephone Company with responsibility for any alleged delay on the project.

NO DAMAGE FOR DELAY
Under no circumstances will Southwestern Bell Telephone Company be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this agreement for construction services.

TIME TO COMPLETE
Any representation by Southwestern Bell Telephone Company, its agents, servants or employees that the project, or any additional work authorized by change order, will be complete by a certain date or certain time period is strictly an estimate and not binding on Southwestern Bell Telephone Company, its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Southwestern Bell Telephone Company's control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Southwestern Bell Telephone Company, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

CHOICE OF LAW AND ARBITRATION
Should any dispute arise between the parties concerning the subject matter of this agreement, or any term contained therein, the parties agree that the dispute or claim shall be submitted to binding arbitration before the American Arbitration Association. The parties further agree that the prevailing party in any such dispute will be entitled to recover attorney's fees and costs of arbitration.

Texas law governs the application of this agreement and all terms contained therein.

INDEMNIFICATION AND HOLD HARMLESS
Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless Southwestern Bell Telephone Company, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.

ENTIRE AGREEMENT
The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

MODIFICATION & NOTICE
Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

ACCEPTED FOR CUSTOMER:	**ACCEPTED FOR Southwestern Bell Telephone Company:**
_____	_____
Authorized Signature, Title or Relationship to Company or Individual	By: Karen Rose Title: Manager Operations Control
Company: _____	Company: SWBT dba AT&T Texas
Printed Name: _____	Printed Name: Karen Rose
Date: _____	Date: _____

AGENDA ITEM #20.

Engineering Services
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

cc: **George Purefoy, City Manager**
Paul Knippel, P.E., Director of Engineering Services
Elizabeth Metting, P.E., Asst. Director/City Engineer
Brian Moen, P.E., Asst. Director/Transportation

From: **Shelley Lang, P.E., Senior Traffic Engineer**

Date: **June 5, 2012**

Subject: **Consider and act upon authorization for the City Manager to execute Change Order Number 1 to the Standard Construction Contract by and between the City of Frisco and Tiseo Paving Co., to construct the Lebanon at Starwood Intersection Improvements (Bid #1105-045).**

Action Requested: City Council consideration and approval of authorization for the City Manager to execute Change Order Number 1 to the Standard Construction Contract by and between the City of Frisco and Tiseo Paving Co. (Tiseo) increasing the existing Independence Parkway Improvements Project contract by $341,334.30 to construct the Lebanon at Starwood Intersection Improvements.

Background Information: Change Order Number 1 will allow the City to construct the Lebanon at Starwood Intersection Improvements by using an existing contract. This work includes the installation of a new traffic signal on Lebanon Road at Starwood Drive, a new westbound u-turn lane, a right turn lane on Lebanon Road at Starwood Drive, and a right turn lane on Lebanon Road to serve the existing Starwood Montessori School.

Change Order Number 1 would increase the existing contract with Tiseo on the Independence Parkway Improvements Project by $341,334.30 to a total contract amount of $3,586,628.65.

The change order stipulates final completion of all improvements by August 10, 2012.

Alternatives: The City Council could consider the following alternatives:

- Authorize the City Manager to execute Change Order Number 1
- Send back to staff with direction

Financial Considerations: Change Order Number 1 will be funded from General Obligation Funds and Certificates of Obligation.

Legal Review: This project is a change order to an existing construction project. The change order amount represents less than a 25 percent increase to the existing construction contract amount, which is allowable per the local government code.

Supporting Documents: Supporting documents include the following items:

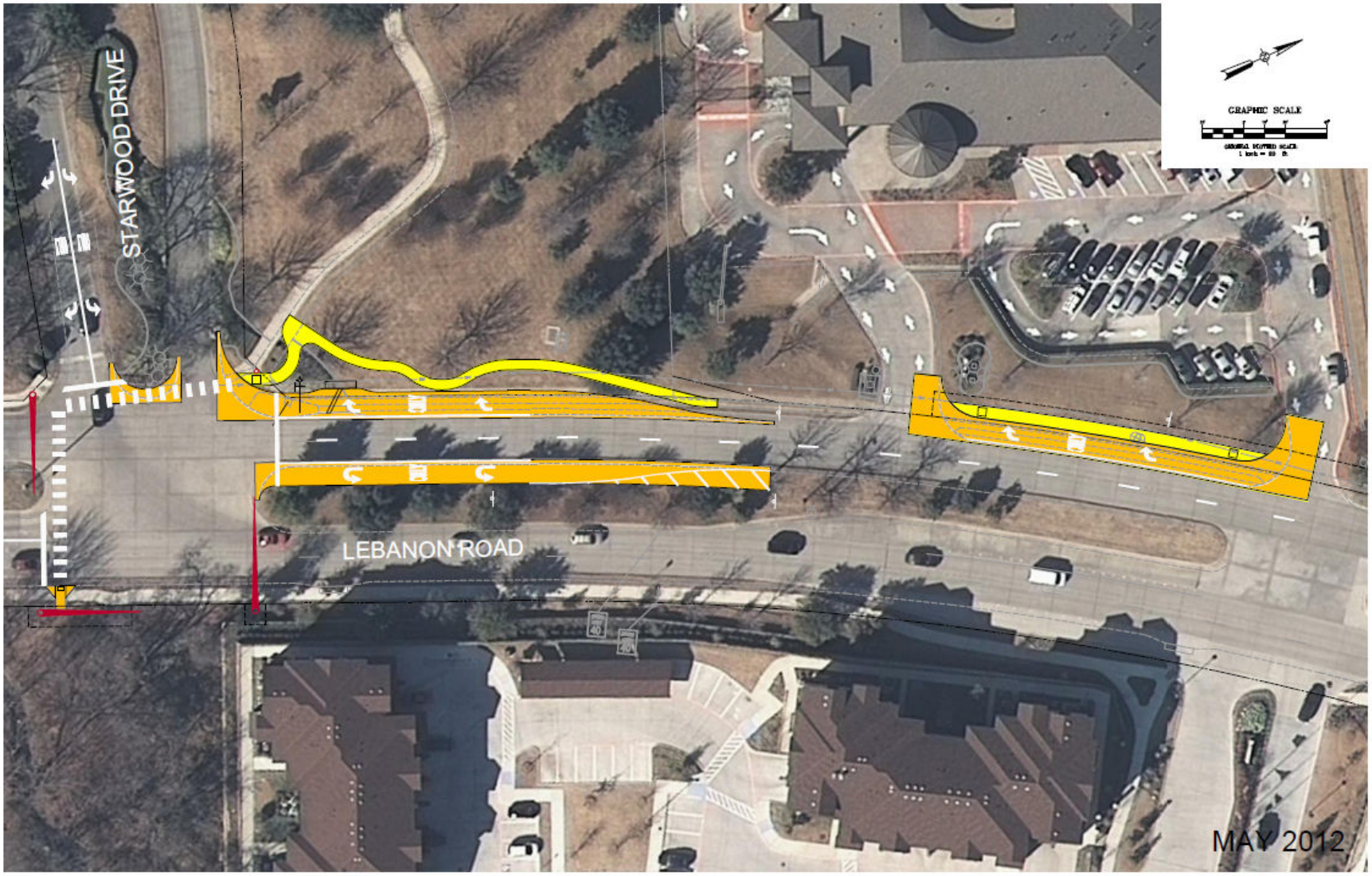
- Location Map
- Copy of Change Order Number 1

Staff Recommendation: Staff recommends authorizing the City Manager to execute Change Order Number 1. Staff will be available during the meeting to address questions relating to this item.

FRISCO
PROGRESS IN MOTION

LOCATION MAP

LEBANON AT STARWOOD INTERSECTION IMPROVEMENTS



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Change Order Number 1

PROJECT: **Independence Parkway Improvements**

PROJECT NUMBER: **CIP 10-0004** BID NUMBER: **1105-045**

CONTRACT AMOUNT:

Original Contract: $3,245,294.35 City Council Date of Contract: July 1, 2011

Change Order No. 1: $341,334.30 Date of Change Order No.1: May 29, 2012

DATE: May 29, 2012

Contractor:

Tiseo Paving Co.
419 E. Hwy 80
Mesquite, Tx. 75150
Phone: (972) 289-0723
Fax: (972) 216-5637

You are directed to make the changes noted below in the subject Contract:

City of Frisco, Texas

By: _____

Name: George Purefoy

Dated: City Manager

Nature of Changes:

1. The paving and signal work associated with this change order are shown on Lebanon at Starwood Intersection Project CIP09-0017 plan sheet numbers 1, 5, 6, 7,14,15, 16, 17, 19, 20, 27, 27A, 32, 33, 35, 36, 37, 38, and 39 dated May 29, 2012.

2. Signal in operation within 45 days of notice to proceed.

3. Starwood Montessori turn lane time constraints: Turn lane construction can occur during the week of Satuday, June 30 until Sunday, July 8 and provide a one way circulation pattern through the school property for drop-off and pick-up during this week. Both driveways need to be open back to two way traffic on Monday morning, July 9, 2012.

3. Irrigation lines on the NEC of Starwood and Lebanon needs to be cut, capped and flagged during the construction of the right turn lane. Costs associated with this work will be paid for by change order.

4. No dumping of any soil onto the lots along Lebanon and all soil needs to be hauled off site.

5. All back slopes adjacent to the curb and on each side of the sidewalk should not exceed 4:1 slope.

These changes result in the following adjustment of Contract Price and Contract Time:

Pay Item	Quantity		Units	Description	UNIT COST		TOTAL COST		Change in Cost
	Original	Revised			Original	Revised	Prior	Revised	
P38	0	1	LS	MOBILIZATION	$0.00	$28,000.00	$0.00	$28,000.00	$28,000.00
P39	0	1	LS	GENERAL SITE PREPARATION	$0.00	$7,000.00	$0.00	$7,000.00	$7,000.00
P40	0	400	SY	REMOVE EXISTING PAVEMENT (INCLUDING CURB)	$0.00	$16.65	$0.00	$6,660.00	$6,660.00
P41	0	275	SY	REMOVE EXISTING SIDEWALK AND RAMPS	$0.00	$16.65	$0.00	$4,578.75	$4,578.75
P42	0	950	SY	10" REINFORCED CONC. PAVEMENT (CLASS C) W/ 6" INTEGRAL CURB	$0.00	$57.70	$0.00	$54,815.00	$54,815.00
P43	0	200	SY	10" REINFOCED CONC. PAVEMENT (CLASS HES) W/ 6" INTEGRAL CURB	$0.00	$146.15	$0.00	$29,230.00	$29,230.00
P44	0	750	LF	CONNECT TO EXISTING PAVEMENT (PER LONGITUDINAL METHOD)	$0.00	$15.00	$0.00	$11,250.00	$11,250.00
P45	0	1150	SY	12" CEMENT TREATED BASE	$0.00	$5.35	$0.00	$6,152.50	$6,152.50
P46	0	57	TON	CEMENT FOR SUBGRADE @ 100 LBS/SY	$0.00	$200.00	$0.00	$11,400.00	$11,400.00
P47	0	775	CY	UNCLASSIFIED STREET EXCAVATION	$0.00	$20.25	$0.00	$15,693.75	$15,693.75
P48	0	1	LS	STORM WATER POLLUTION PREVENTION PLAN	$0.00	$1,350.00	$0.00	$1,350.00	$1,350.00
P49	0	275	SY	4" CONCRETE SIDEWALK	$0.00	$37.95	$0.00	$10,436.25	$10,436.25
P50	0	4	EA	BARRIER FREE RAMP	$0.00	$725.00	$0.00	$2,900.00	$2,900.00
P51	0	750	SY	SOD	$0.00	$4.95	$0.00	$3,712.50	$3,712.50
P52	0	750	SY	4" TOPSOIL	$0.00	$4.85	$0.00	$3,637.50	$3,637.50
P53	0	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	$0.00	$8,000.00	$0.00	$8,000.00	$8,000.00
P54	0	200	LF	4" WHITE THERMOPLASTIC	$0.00	$1.05	$0.00	$210.00	$210.00
P55	0	850	LF	8" WHITE THERMOPLASTIC	$0.00	$1.65	$0.00	$1,402.50	$1,402.50
P56	0	200	LF	12" WHITE THERMOPLASTIC	$0.00	$3.30	$0.00	$660.00	$660.00
P57	0	260	LF	24" WHITE THERMOPLASTIC STRIPE	$0.00	$7.70	$0.00	$2,002.00	$2,002.00
P58	0	100	EA	TYPE II-C-R RAISED PAVEMENT MARKERS	$0.00	$3.30	$0.00	$330.00	$330.00
P59	0	12	EA	ARROW (THERMOPLASTIC)	$0.00	$150.00	$0.00	$1,800.00	$1,800.00
P60	0	6	EA	WORD (THERMOPLASTIC)	$0.00	$165.00	$0.00	$990.00	$990.00
P61	0	2	EA	PROJECT SIGN	$0.00	$500.00	$0.00	$1,000.00	$1,000.00

P62	0	2	EA	REMOVE AND RELOCATE EXISTING SIGNAGE	$0.00	$330.00	$0.00	$660.00	$660.00
P63	0	9	EA	FURNISH AND INSTALL NEW SIGNAGE	$0.00	$425.00	$0.00	$3,825.00	$3,825.00
P64	0	1	LS	CONTINGENCY	$0.00	$25,000.00	$0.00	$25,000.00	$25,000.00
D14	0	1	EA	REMOVE EXISTING CURB INLET	$0.00	$660.00	$0.00	$660.00	$660.00
D15	0	20	LF	18" RCP	$0.00	$175.00	$0.00	$3,500.00	$3,500.00
D16	0	1	EA	CONNECT TO EXISTING RCP	$0.00	$550.00	$0.00	$550.00	$550.00
D17	0	1	EA	15' RECESSED INLET	$0.00	$4,950.00	$0.00	$4,950.00	$4,950.00
W17	0	1	LS	LOWER EX 12" WATER LINE @ LATERAL CROSSING	$0.00	$7,500.00	$0.00	$7,500.00	$7,500.00
W18	0	1	EA	FIRE HYDRANT ASSEMBLY (INCLUDES LEAD AND GATE VALVE)	$0.00	$6,600.00	$0.00	$6,600.00	$6,600.00
LS9	0	1	EA	LANDSCAPE RAMP	$0.00	$500.00	$0.00	$500.00	$500.00
LS10	0	5	EA	REMOVE EXISTING TREES AND REPLACE WITH NEW 3" LIKE TREE	$0.00	$2,000.00	$0.00	$10,000.00	$10,000.00
LS11	0	1	LS	IRRIGATION ADJUSTMENTS (STA 46+50 TO STA 50+00)	$0.00	$5,500.00	$0.00	$5,500.00	$5,500.00
TS2	0	26	LF	DRILL SHAFT (TRF SIG POLE) (36 IN)	$0.00	$226.00	$0.00	$5,876.00	$5,876.00
TS3	0	22	LF	DRILL SHAFT (TRF SIG POLE) (48 IN)	$0.00	$292.00	$0.00	$6,424.00	$6,424.00
TS4	0	220	LF	CONDT (PVC) (SCHD 40) (2")	$0.00	$5.15	$0.00	$1,133.00	$1,133.00
TS5	0	275	LF	CONDT (PVC) (SCHD 40) (2") (BORE)	$0.00	$16.70	$0.00	$4,592.50	$4,592.50
TS6	0	55	LF	CONDT (PVC) (SCHD 40) (3")	$0.00	$9.55	$0.00	$525.25	$525.25
TS7	0	225	LF	CONDT (PVC) (SCHD 40) (4")	$0.00	$8.40	$0.00	$1,890.00	$1,890.00
TS8	0	275	LF	CONDT (PVC) (SCHD 40) (4") (BORE)	$0.00	$21.65	$0.00	$5,953.75	$5,953.75
TS9	0	91	LF	ELEC CONDR (NO. 4) INSULATED	$0.00	$1.80	$0.00	$163.80	$163.80
TS10	0	625	LF	ELEC CONDR (NO. 6) BARE	$0.00	$1.00	$0.00	$625.00	$625.00
TS11	0	1416	LF	ELEC CONDR (NO. 8) INSULATED	$0.00	$1.00	$0.00	$1,416.00	$1,416.00
TS12	0	540	LF	ELEC CONDR (NO. 12) INSULATED	$0.00	$0.50	$0.00	$270.00	$270.00
TS13	0	5	EA	GROUND BOX TY C (162911) W/ APRON	$0.00	$515.00	$0.00	$2,575.00	$2,575.00
TS14	0	1	EA	INSTALL HWY TRF SIG (ISOLATED)	$0.00	$21,250.00	$0.00	$21,250.00	$21,250.00
TS15	0	370	LF	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	$0.00	$1.25	$0.00	$462.50	$462.50

TS16	0	180	LF	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	$0.00	$1.50	$0.00	$270.00	$270.00
TS17	0	202	LF	TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	$0.00	$2.30	$0.00	$464.60	$464.60
TS18	0	511	LF	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	$0.00	$4.35	$0.00	$2,222.85	$2,222.85
TS19	0	99	LF	TRF SIG CBL (TY A) (14 AWG) (25 CONDR)	$0.00	$5.70	$0.00	$564.30	$564.30
TS20	0	1	EA	PED POLE ASSEMBLY (TRAFFIC BLACK)	$0.00	$2,200.00	$0.00	$2,200.00	$2,200.00
Total Cost of Change Order No. 1 =							$0.00	$ 341,334.30	**$ 341,334.30**

Contract Price Prior to this Change Order: $3,245,294.35

Net increase resulting from this Change Order: $341,334.30

Contract Price Including this Change Order: $3,586,628.65

Contract Completion Date prior to this Change Order: June 2, 2012

Net Increase Resulting from this Change Order: 69

Contract Completion Date Including this Change Order: August 10, 2012

The Above Changes are Approved:

City of Frisco, Texas

By: _____

Name: Paul Knippel, P.E.

Title: Director of Engineering

Tiseo Paving Co.

By: Robert Caudill

Name: Robert Caudill

Title: V.P.

AGENDA ITEM #21.

FRISCO
PROGRESS IN MOTION

Department of Parks and Recreation
City of Frisco, Texas

To: **Honorable Mayor Maso and Members of the Frisco City Council**

From: **John E. Doshier, Parks Project Manager**

CC **George Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation
Dudley Raymond, R.L.A., Parks Planning and Business Development Manager

Date: **May 22, 2012**

Subject: **Consider and act upon approving a resolution authorizing the City Manager to submit an application for matching funds for Taychas Trail, Phase 2, from the Collin County Parks and Open Space Funding Assistance Program.**

Action Requested: Staff requests that Council consider and act upon approving a resolution authorizing the City Manager to submit an application for matching funds for Taychas Trail, Phase 2, from the Collin County Parks and Open Space Funding Assistance Program.

Background Information: Taychas Trail Phase 1 exists just short of Hwy 121 heading northward along West Rowlett Creek through the Hunter's Creek and Turnbridge Manor subdivisions and Limestone Quarry Neighborhood Park.

Taychas Trail, Phase 2 is part of the Six Cities Hike and Bike Master Plan, a regional linkage plan for Allen, Frisco, Garland, McKinney, Plano and Richardson. Phase 2 will commence at Independence and follow West Rowlett Creek, connecting with Harold Bacchus Community Park.

In July of 2011, a grant request was submitted which resulted in funds being received in the amount of $13,865 to be applied to engineering and design services. Taychas Trail, Phase 2, is currently in the design phase.

This submission is due in July and the County will select projects by late fall. If this project is selected, it is anticipated that construction of this project would begin within

the next year. An estimate of the project would be approximately $750,000. Frisco is asking for 50% matching funds making the County's portion $375,000 and the City's $375,000.

Board Review/Citizen Input: The Parks and Recreation Board is aware of this project which is included in the 5 year capital improvement plan.

Alternatives:

- Approve
- Table
- Not Approve
- Direct staff to make changes

Financial Considerations: Funding will be from Park Dedication Funds and potentially Collin County Grant Funds.

Legal Review: Not applicable.

Supporting Documents:

- Resolution
- Site Map

Staff Recommendation: Approve a resolution authorizing the City Manager to submit an application for matching funds for Taychas Trail, Phase 2 from the Collin County Parks and Open Space Funding Assistance Program.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS DESIGNATING CERTAIN OFFICALS AS BEING RESPONSIBLE FOR ACTING FOR AND ON BEHALF OF THE CITY OF FRISCO IN DEALING WITH COLLIN COUNTY AND THE COLLIN COUNTY BUDGET OFFICE. HEREINAFTER REFERRED TO AS "COUNTY", FOR THE PURPOSE OF PARTICIPATING IN THE COLLIN COUNTY PARK AND OPEN SPACE MATCHING GRANT PROGRAM, HEREINAFTER KNOWN AS "THE PROGRAM"; CERTIFYING THAT THE CITY OF FRISCO IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE CITY OF FRISCO'S MATCHING SHARE IS AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES.

WHEREAS, the Collin County Commissioners Court has approved the "Program" for the purpose of allowing the political subdivisions within Collin County, Texas to participate in the "Program"; and

WHEREAS, the City of Frisco is fully eligible to receive assistance under the "Program"; and

WHEREAS, the City of Frisco is desirous of authorizing an official to represent and act for the City of Frisco in dealing with the "County" concerning the "Program";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS;

SECTION 1. That the City of Frisco hereby certifies that they are eligible to receive assistance under the "Program".

SECTION 2. That the City of Frisco hereby certifies that the matching share for this application is readily available at this time.

SECTION 3. That the City of Frisco hereby authorizes and directs its City Manager to act for the City of Frisco in dealing with the "County" for the purpose of the "Program", and the City Manager is hereby officially designated as the representative in this regard.

SECTION 4. That the City of Frisco hereby specifically authorizes the official to make application to the "County" concerning the site known as Taychas Trail, Phase 2 in the City of Frisco for use as a Hike & Bike Trail connector. That Taychas Trail, Phase 2 will continue to be dedicated for public park and recreation purposes in perpetuity.

INTRODUCED, READ, DULY PASSED AND APPROVED BY THE AFFIRMATION VOTE OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS ON THIS _____ DAY OF _____, 2012.

_____
Maher Maso, Mayor of Frisco, Texas

ATTEST TO:

_____
Jenny Page
City Secretary


COIT RD
INDEPENDENCE PKWY
Rowlett Creek
West Rowlett Creek
MAIN ST
HILLCREST RD
Taychas Trail Phase 2
Approximately 3500 Feet
ROLATER RD
COIT RD
CUSTER RD
SH 121
Proposed Trails
Existing Trails
1 inch = 0.5 miles
0 0.25 0.5 1
Miles
N
Taychas Trail Phase 2
FRISCO
CITY OF FRISCO, TEXAS
Parks & Recreation Department
FRISCO


MAIN ST
Harold Bacchus Community Park
INDEPENDENCE PKWY
West Rowlett Creek
Taychas Trail Phase 2
Approximately 3500 Feet
1 inch = 750 feet
0 375 750 1,500
Feet
N
ROLATER RD
Taychas Trail Phase 2
FRISCO
CITY OF FRISCO, TEXAS
Parks & Recreation Department
FRISCO

AGENDA ITEM #22.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and City Council Members**

Thru: **George Purefoy, City Manager**
Nell Lange, Assistant City Manager

From: **Tom Johnston, Director of Administrative Services**

Date: **May 29, 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order to Capco Communications for the Relocation of Fiber Optic Network Line Serving Frisco Police Station and Frisco High School.**

Action Requested: City Council approval of purchase order to Capco Communications for relocation of fiber optic network line serving Frisco Police Station and Frisco High School, in the amount of $42,842.

Background Information: The City has an Interlocal Agreement (ILA) with the Frisco Independent School District for the provision of fiber optic network services. The portion of the network that supports the Frisco Police Station and Frisco High School has to be relocated as part of the Stonebrook Parkway construction project. Capco Communications is the FISD contractor for all service on their fiber network.

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to approve the purchase at this time.

Financial Considerations: Funding is appropriated through GO bond sales.

Legal Review: N/A

Supporting Documents: Department memo and Capco proposal.

Engineering Services
City of Frisco, Texas

FRISCO
PROGRESS IN MOTION

Memorandum

To: Tom Johnston, Director of Administrative Services

Thru: Elizabeth Metting, P.E., Asst. Director/City Engineer EDM

From: Arthur Hartle, P.E., Senior Civil Engineer

Date: May 21, 2012

Subject: Fiber Optic Line Relocation

Action Requested: Approval of a Purchase Order to Capco Communications in the amount of $42,842.00, for relocation of the fiber optic network line serving the Police Station and Frisco High School.

Background Information: The fiber optic line is currently located on the south side of the roadway in the Stonebrook right-of-way. Due to the construction of Stonebrook Parkway, widening of the pavement requires that the fiber be moved. Relocation of the fiber to the north side of the road between the Police Station and Dallas North Tollway is the preferred route to minimize utility conflicts.

The City has an Interlocal Agreement with the Frisco Independent School District (FISD) for the provision of Fiber Optic Network services. The FISD has an agreement with Capco Communications for maintenance of the entire fiber optic network, including fiber used by the City. The City reimburses the FISD annually for this service. Capco was selected as the fiber vendor for the FISD through a bid process several years ago. Capco is the only vendor authorized to maintain or work on the fiber optic network.

Approval of a purchase order is requested for this fiber optic line relocation. Attached is the cost of this service from Capco Communications by their proposal dated October 6, 2011.

Capco Communications, Inc.

1142 Riley Road

Whitesboro, TX 76273

October 6, 2011 **Revised**

Attn: Curt Balogh / Kelly Doster

Re: OSP fiber Relocation on Stonebrook

This proposal will relocate the FISD / City of Frisco fiber on Stonebrook Parkway East of DNT per the exhibits furnished in emails sent earlier today.

The fiber is being relocated to allow for a new 36" City waterline and roadway improvements to be completed. The fiber will be installed by HD Bore per the exhibits and will include 2 – 1 ½" DR 11 HDPE duct, allowing for a spare. The proposed route is intended to place the fiber out of harms way, allowing the waterline and road construction to proceed. The work will be coordinated with the City and FISD to minimize disruption

A bore receiving pit will be required on the Police Department property to allow the deep bore across Stonebrook to rise to the surface.

City Permitting and coordination with NTTA is included.

The total cost of this work will be.....$42,842.00

Thank you for the opportunity to provide this proposal and please advise as to how we should proceed.

Don Roundtree

AGENDA ITEM #23.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and City Council Members**

Thru: **George Purefoy, City Manager**
Nell Lange, Assistant City Manager

From: **Tom Johnston, Director of Administrative Services**

Date: **September 22, 2010**

Subject: **Consider and Act Upon Approval of a Purchase Order to 3M Company for the Purchase of Sign Sheeting to be used by the Traffic Division during the Fiscal Year 2012**

Action Requested: City Council approval of a purchase order to 3M Company for the purchase of sign sheeting to be used by Traffic Division during the fiscal year 2012, in the estimated annual amount of $43,500.

Background Information: Purchase made through the interlocal agreement with the City of Fort Worth. Sign sheeting will be used by the Traffic Division for new and replacement signage within the City of Frisco. The City of Frisco has used the City of Fort Worth's contract previously. This request is reflective of a new contract awarded by the City of Fort Worth in May of this year. The estimated annual amount is $43,500. The purchase order for the remainder of FY 12 will be prorated accordingly.

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to approve this purchase order, at this time.

Financial Considerations: Funds are available in the Traffic Division 2012 operating budget

Legal Review: N/A

Supporting Documents: Department memo and City of Ft. Worth contract.

FRISCO
PROGRESS IN MOTION

Department of Public Works

Memorandum

To: **Tom Johnston, Director of Administrative Services**

From: **Brad Wooley, Street Superintendent**

Date: **May 29, 2012**

Subject: **Bid # 1206-059 I, 3M Corporation**

Bid Number 1206-059 I, 3M Corporation, was created for the purpose of providing the department with a source to purchase sign film and sign sheeting.

This is needed to make the required traffic signs in our sign shop.

We are seeking approval for an open PO in the amount of forty-three thousand five hundred dollars ($43,500).

I respectfully request that this item be placed on the City Council agenda for consideration.

P.O. DATE: 5/16/2012

CITY OF FORT WORTH

Purchase Order

Blanket Order Number

PO-12-00071836

SHOW THIS NUMBER ON ALL PACKAGES, INVOICES AND SHIPPING PAPERS.

VENDOR

Vendor Number: 0000006401
3M COMPANY
3M Traffic Safety Systems Division
3M Center Bldg 235-3A-09
ST PAUL, MN 55144-1000

SHIP TO

TRANSPORTATION & PUBLIC WORKS
TPW - TRAFFIC SERVICES
5001 JAMES AVE
FORT WORTH, TX 76115

Phone:

INVOICES: Direct invoices in DUPLICATE to the address shown. STANDARD PURCHASING TERMS AND CONDITIONS set forth in the City of Fort Worth's Bid or Quotation, are incorporated herein by reference and become a part of this order.

BILL TO

MAIL INVOICE IN DUPLICATE TO:
TRANSPORTATION & PUBLIC WORKS
TPW - TRAFFIC SERVICES
5001 JAMES AVE
FORT WORTH, TX 76115

Phone:

Payment Terms: Net 30
Shipping Terms: Destination, Prepaid & Allowed
Bid No.: 12-0072
Delivery Calendar Day(s) A.R.O.: 0

Item			Requisition #	Quantity	Unit	Unit Price	Total
1	Purchase agreement authorized by the City Council on May 15, 2012, M & C P-11382 for the Transportation and Public Works Department. The agreement shall begin May 16, 2012 and end May 15, 2013 with options to renew for up to three additional one-year periods exercised in accordance with the agreement specifications. All prices, terms and conditions of the agreement shall be as stated in Bid No. 12-0072. Upon accepting a release order from our user department/division for this agreement, please insure you are provided a purchase order number and a release number. Invoices must be mailed to the ordering department/division releasing service/commodity and the invoice shall contain: 1)Bid number; 2) Department Purchase Order Number; 3) Release Number; 4) Department Name; 5) Address where service/commodity was delivered. Class-Item 550-45						
2	NON-PERFORATED ACRYLIC OVERLAY FILM WITH SYNTHETIC BACKING & PRESSURE SENSITIVE ADHESIVE -PRODUCT BRAND 3M PRODUCT NUMBER SERIES 1170 LN/FY/Account Code Dollar Amount // Class-Item 550-45				SQFT	$0.88	$0.00
3	NON-PERFORATED,NON-REFLECTIVE VINYL FILM WITH SYNTHETIC BACKING & ADHESIVE PRODUCT BRAND 3M PRODUCT NUMBER SERIES 7725 LN/FY/Account Code Dollar Amount // Class-Item 550-45				SQFT	$0.51	$0.00

4	TYPE 1 ENGINEER GRADE PRISMATIC REFLECTIVE SHEETING WITH PRESSURE-SENSITIVE ADHESIVE PRODUCT BRAND 3M PRODUCT NUMBER SERIES EPG 3430 LN/FY/Account Code — Dollar Amount // Class-Item 550-45		SQFT	$0.60	$0.00
5	NONPERFORATED SUPER HIGH-INTENSITY RETROREFLECTIVE SIGN SHEETING WITH PRESSURE-SENSITIVE ADHESIVE BACKING PRODUCT BRAND 3M PRODUCT NUMBER SERIES 3980 LN/FY/Account Code — Dollar Amount // Class-Item 550-45		SQFT	$2.40	$0.00
6	NON-PERFORATED TYPE IV HIGH INTENSITY PRISMATIC RETROREFLECTIVE SHEETING WITH ADHESIVE BACKING PRODUCT BRAND 3M PRODUCT NUMBER 3930 LN/FY/Account Code — Dollar Amount // Class-Item 550-45		SQFT	$1.18	$0.00
7	NON-PERFORATED SUPER-HIGH EFFICIENCY FULL CUBE RETROREFLECTIVE SHEETING WITH PRESSURE SENSITIVE ADHESIVE PRODUCT BRAND 3M, PRODUCT NUMBER SERIES 4000 LN/FY/Account Code — Dollar Amount //		SQFT	$3.60	$0.00
				TOTAL:	$0.00

APPROVED:

Rev. 20091027

By: La'Kita Slack

Phone#: (817) 392-8314

BUYER

Bid		Sign Sheeting Material									
		Tabulated By: Lakita Slack - Buyer									
Bid Number:		12-0072									
		VENDORS		1		2		3		4	
				Nippon Carbide Industries USA		3M Company		Avery Dennison Corporation		Rocal Inc.	
				12981 Florence Ave		Tss Div. 225-5S-08		7542 N. Natchez Ave		3186 CR550	
				Santa Fe Springs, CA 90670		St. Paul, MN 55133		Niles, IL 60714		Frankfort, OH 47528	
				800-821-4264		800-553-1380		847-588-7226		740-385-6869	
ITEM	UNIT	Description	Qty's	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
		*Estimated Annual Quantities Usage									
1	Ea	Non Perforated, Acrylic Overlay Film w/ Synthetic Backing & Pressure Sensitive Adhesive 3M Products Number Series 1100NP or Equal	15000	$ 0.88	$ 13,200.00	$ 0.88	$ 13,200.00	$ 0.92	$ 13,800.00	$ 1.15	$ 17,250.00
				Product Offered: Nikkalite Brand		Product Offered: 3M		Product Offered: Avery Dennison		Product Offered: 3M	
				Product No: Series #100 Series		Product No: 1170		Product No: 01.-2000 Series		Product No: 1170	
2	Ea	Non-Perforated,Non-Reflective Vinyl Film With Synthetic Backing & Adhesive Product Brand 3m Product Number Series 7725, Or Equal	10000	$ -	$ -	$ 0.51	$ 5,100.00	$ 0 60	$ 6,000.00	$ 0.85	$ 8,500 00
						Product Offered: 3M		Product Offered: Avery Dennison		Product Offered: 3M	
						Product No: 7725		Product No: SC 900 Series		Product No: 7725	
3	Ea	Type 1 Engineer Grade Prismatic Reflective Sheeting With Pres	15000	$ -	$ -	$ 0.60	$ 9,000.00	$ 0 78	$ 11,700.00	$ 0.70	$ 10,500.00
						Product Offered: 3M		Product Offered: Avery Dennison		Product Offered: 3M	
						Product No: 3430		Product No: T-1500 Series		Product No: 3430	
4	Ea	Nonperforated Super High-Intensity Retroreflective Sign Sheeti	15000	$ 3.50	$ 52,500.00	$ 2.40	$ 36,000.00	$ 2.50	$ 37,500.00	$ 3.98	$ 59,700.00
				Product Offered: 3M		Product Offered: 3M		Product Offered: Avery Dennison		Product Offered: 3M	
				Product No: Series #3260		Product No: 3980		Product No: T-9511, T-9513, W-9514		Product No: 3981,3983,3924	
5	Ea	Non-Perforated Type Iv High Intensity Prismatic Retroreflective	10000	$ -	$ -	$ 1.18	$ 11,800.00	$ 1 21	$ 12,100.00	$ 1 48	$ 14,800.00
				Product Offered: Nikkalite Brand		Product Offered: 3M		Product Offered: Avery Dennison		Product Offered: 3M	
				Product No: Crystal Grade # 92000 Series		Product No: 3930		Product No: T-6500 Series		Product No: 3930	
6	Ea	Non-Perforated Super-High Efficiency Full Cube Retroreflective	15000	$ -	$ -	$ 3.60	$ 54,000.00	$ 3.70	$ 55,500.00	$ 4.34	$ 65,100.00
						Product Offered: 3M		Product Offered: Avery Dennison		Product Offered: 3M	
						Product No: 4000		Product No: T-11500 Series		Product No: 4000	
7	Ea	Discounts off Catalog or List Price for all Sign Sheeting Related Items Required to completer Special Projects		0%		0%		30%		0%	
		Total Cost			$ 65,700.00		$ 129,100.00		$ 136,600 00		$ 175,850.00

FORT WORTH

CITY OF FORT WORTH PURCHASING DIVISION
INVITATION TO BID NO. 12-0072
SEALED BID FOR: SIGN SHEETING MATERIAL AND RELATED ITEMS
FOR THE TRANSPORTATION AND PUBLIC WORKS DEPARMENT
BID CLOSING DATE: March 1, 2012

For further information contact: LaKita Slack, Buyer (817) 392-8314
FAX (817) 392-8440; E-mail address: lakita.slack@fortworthtexas.gov

INSTRUCTIONS TO BIDDERS

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this Solicitation. **Bids must be received in the Purchasing Office by 1:30 p.m. Thursday, March 1, 2012,** and then publicly opened and read aloud at 2:00 PM in the Council Chambers. Bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Fort Worth and have the bid number, closing date, and company name clearly marked on the outside envelope. **Bids should be mailed or hand delivered to the following address:**

Purchasing Division, Lower Level, Municipal Building
1000 Throckmorton Street
Fort Worth, Texas 76102

*Bids to be delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked "BID MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30 P.M." in order to be considered. Late bids will be returned; they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date unless the bidder submits a different date. (_____ days). I have read and agreed with the attached Terms and Conditions, Instruction to Bidders and the Invitation to Bid requirements. Failure to complete the requested information below may result in rejection of your bid. Principal Place of Business (Defined as at least having one permanent active business office and employee located in Texas)

Company Name and Address	Company's Authorized Agent MATTHEW J. BIGNELL
3M COMPANY, 3M CENTER, BLDG 235-3A-09	
ST PAUL, MN 55144-1000	Signature:
Federal ID Number(TIN) or 41-0417775	Name and Title (Typed or Printed) MATTHEW J. BIGNELL
Social Security Number and Legal	CONTRACT ADMINISTRATOR
Telephone Number 800-553-1380	Date: FEBRUARY 27, 2012
Fax Number 888-246-9793	Email address: TBIDGROUP@MMM.COM

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply? Yes X No_____

If you, the bidder checked "Yes", the following will apply: Governmental entities within Tarrant County utilizing Inter-Governmental Contracts with the City of Fort Worth will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the city of Fort Worth will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Fort Worth will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

Jack Dale, C.P.M., CPPB
Purchasing Manager

FORT WORTH

HOW TO REGISTER WITH THE CITY OF FORT WORTH

- ⇒ Visit www.fortworthgov.org
- ⇒ Click on ***Departments***
- ⇒ Choose ***Become A Vendor***
- ⇒ Review ***Terms & Conditions***
- ⇒ Click ***I Accept These Terms*** to proceed
- ⇒ At next screen, click ***No, I Want to Register***
- ⇒ Click ***Register***
- ⇒ The first registration pop-up asks for your Federal ID# or Social Security Number and your company name. The company name **MUST** be the proper organization name and the same as on invoices you would present for payment to the City of Fort Worth.
- ⇒ Follow through the screens by clicking ***Continue/Save*** at the bottom of each screen. The last screen will ask for your ***commodities*** (products and/or services that can be provided to the City). This information is used to send quotes/bid opportunities to you by email and is also required in order to keep your account active.
- ⇒ Enter a key word search for unknown commodity codes (example: janitorial)
- ⇒ An email address is required to register online
- ⇒ If you selected "Certified Minority" you will be requested to provide a copy of your Minority/Woman Owned Business certification.
- ⇒ Email a copy of your company's IRS W-9 form to the City's vendor registration administrator at PurchasingBSO@fortworthgov.org. Your registration will not be activated until a completed W-9 is received and verified. Completed W-9s may also be faxed to the vendor registration administrator at 817-392-7254.

Congratulations, you've registered!!
You will receive an email with your registration confirmation.

For any changes/edits to your vendor profile please email the vendor registration administrator at PurchasingBSO@fortworthgov.org.

BID SOLICITATION

Printed: 02/21/2012

BID OPENING DATE AND TIME: 3/1/2012 1:30:00 PM
BID NUMBER: 12-0072

BUYER: La'Kita Slack

PHONE #: (817)392 - 8314 ext.

DELIVERY REQUIRED: 3/1/2012

VENDOR
Vendor Name: 3M COMPANY
Address: 3M CENTER, BLDG 235-3A-09
City, State Zip Code: ST PAUL, MN 55144-1000

SHIP TO
City of Ft Worth
TPW - TRAFFIC SERVICES
5001 JAMES AVE
FORT WORTH TX 76115

Item	Class-Item	Quantity	Unit	Unit Price	Total
9.000	The City of Fort Worth seeks bids for an annual agreement for sign sheeting material. All items shall be bid per attached specifications.				
1.000	NON-PERFORATED ACRYLIC OVERLAY FILM WITH SYNTHETIC BACKING & PRESSURE SENSITIVE ADHESIVE -PRODUCT BRAND 3M PRODUCT NUMBER SERIES 1100NP, OR EQUAL Product Brand: 3M Product Number: SERIES 1170	15000	SQFT	.88	13,200.00
2.000	NON-PERFORATED,NON-REFLECTIVE VINYL FILM WITH SYNTHETIC BACKING & ADHESIVE PRODUCT BRAND 3M PRODUCT NUMBER SERIES 7725, OR EQUAL Product Brand: 3M Product Number: SERIES 7725	10000	SQFT	.51	5,100.00
4.000	TYPE 1 ENGINEER GRADE PRISMATIC REFLECTIVE SHEETING WITH PRESSURE-SENSITIVE ADHESIVE PRODUCT BRAND 3M PRODUCT NUMBER SERIES EPG 3430, OR EQUAL Product Brand: 3M Product Number: SERIES 3430	15000	SQFT	.60	9,000.00
5.000	NONPERFORATED SUPER HIGH-INTENSITY RETROREFLECTIVE SIGN SHEETING WITH PRESSURE-SENSITIVE ADHESIVE BACKING PRODUCT BRAND 3M PRODUCT NUMBER SERIES 3980, OR EQUAL Product Brand: 3M Product Number: SERIES 3980	15000	SQFT	2.40	36,000.00
6.000	NON-PERFORATED TYPE IV HIGH INTENSITY PRISMATIC RETROREFLECTIVE SHEETING WITH ADHESIVE BACKING PRODUCT BRAND 3M PRODUCT NUMBER 3930, OR EQUAL Product Brand: 3M Product Number: SERIES 3930	10000	SQFT	1.18	11,800.00

BID SOLICITATION

Printed: 02/21/2012

BID OPENING DATE AND TIME: 3/1/2012 1:30:00 PM
BID NUMBER: 12-0072

BUYER: La'Kita Slack

PHONE #: (817)392 - 8314 ext.

DELIVERY REQUIRED: 3/1/2012

VENDOR
Vendor Name: 3M
Address: 3M CENTER, BLDG 235-3A-09
City, State Zip Code: ST PAUL, MN 55144-1000

SHIP TO
City of Ft Worth
TPW - TRAFFIC SERVICES
5001 JAMES AVE
FORT WORTH TX 76115

Item	Class-Item	Quantity	Unit	Unit Price	Total
7.000	NON-PERFORATED SUPER-HIGH EFFICIENCY FULL CUBE RETROREFLECTIVE SHEETING WITH PRESSURE SENSITIVE ADHESIVE PRODUCT BRAND 3M, PRODUCT NUMBER SERIES 4090, OR EQUAL Product Brand: 3M Product Number: SERIES 4000	15000	SQFT	3.60	54,000.00
8.000	0 % DISCOUNTS OFF CATALOG OR LIST PRICE FOR ALL SIGN SHEETING RELATED ITEMS REQUIRED TO COMPLETE SPECIAL PROJECTS	1000	EA		
				TOTAL:	129,100.00

WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 60 DAYS.

WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 60 DAYS.

TERM OF PAYMENT: NET 30 DAYS
DELIVERY: 20-30 DAYS ARO
TELEPHONE NUMBER: 800-553-1380

COMPANY: 3M COMPANY
SIGNATURE:
NAME AND TITLE: MATTHEW J. BIGNELL
CONTRACT ADMINISTRATOR

CITY OF FORT WORTH PURCHASING DIVISION

INSTRUCTIONS TO BIDDERS

1.0 SOLICITATION

1.1 **Review of Documents**: Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.

1.2 **Location of Documents**: Solicitations are issued by the Purchasing Division. The location and phone number for the Purchasing Division are specified in the advertisement and in the solicitation.

2.0 EXPLANATIONS OR CLARIFICATIONS

Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the Purchasing Division with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations or clarifications may be emailed to Lakita.slack@fortworthtexas.gov. The e-mail must clearly identify the solicitation title and number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.

3.0 PRE-BID CONFERENCE - (Not Applicable)

If a pre-bid conference is held, the time, place, and nature of the conference will be specified on the cover page of the solicitation. Attendance at pre-bid conferences is not mandatory.

4.0 PREPARATION OF BIDS

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

4.1 **Taxes**: Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any Contract.

4.2 **Brand Name or Equal**: If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.

4.3 **Delivery Time**: Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date

cannot be met or the date is not indicated, the Bidder shall state its best delivery time.

4.4 **Free on Board (FOB) Point**: Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote its lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and there tender delivery to the City. Bids offering any other delivery terms are not acceptable and may be cause for rejection.

4.5 **Prices**:

4.5.1 Bids shall be firm priced offers unless otherwise specified.

4.5.2 Pricing shall be entered on the Bid Sheet in ink.

4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.

4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.

4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).

4.6 **Signature**: The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.

4.7 **Bid Security**: (Not Applicable) If a bid security is required for this purchase, the requirement will be reflected in the "Specification" section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Bidders must be submitted at the time the bid is submitted, and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after the contract has been awarded.

4.7.1 To be an acceptable surety on the bond:

4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or

4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.

4.8 **Alternate Bids**: Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.

4.9 **Proprietary Information**:

4.9.1 All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.

4.9 2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.

4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4.10 **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.

4.11 **Payment:** All payment terms shall be "Net 30 Days" unless specified in the bid document.

4.11.1 Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City's website at http://www.fortworthgov.org/purchasing/achpayments.htm.

5.0 SUBMISSION OF BIDS

5.1 **Copies:** Unless otherwise specified, Bidders are required to submit an executed original and one (1) copy of the Bid.

5.2 **Documents required with Bid:** The following documents must be submitted with each Bid prior to the Due Date:

5.2.1 The signed Offer and Award Sheet;

5.2.2 The Bid Sheet; and

5.2 3 Any other document included in the Solicitation requiring completion or execution by the Bidder.

5.3 If a Minority and Women Business Enterprise (M/WBE) goal has been established on the bid, the applicable documents **must** be submitted five (5) City business days after the bid opening date, exclusive of the bid opening date. The Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

5.4 **Addendum:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. The Addendums containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and time.

5.5 **Late Bids:** Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The time stamp clock on the receptionist's desk in the Purchasing Division is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.

6.0 MODIFICATION OR WITHDRAWAL OF BIDS

6.1 **Modification of Bids:** Bids may be modified in writing at any time prior to the Due Date.

6.2 **Withdrawal of Bids:** Bids may be withdrawn in writing, telegraphically, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a bid.

7.0 OPENING OF BIDS

The Purchasing Division representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each bid aloud.

8.0 EVALUATION FACTORS AND AWARD

8.1 **Evaluation**: Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Bids that specify an "all or none" award may be considered if a single award is advantageous.

8.2 **Award**: The City may award contract(s) based on low bid meeting specification. Alternatively, the City may award contract(s) to the bidder(s) who offers represents the "best value" to the City, price and other factors considered.

8.2.1 The following criteria may be considered to determine the best value (see section 252.043 of the Texas Local Government Code):

8.2.1.1 Purchase Price;

8.2.1.2 Reputation of the bidder and of the bidder's goods or services;

8.2.1.3 Quality of the bidder's goods or services;

8.2.1.4 Extent to which the goods or services meet the City's needs;

8.2.1.5 Bidder's past relationship with the City;

8.2.1.6 Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;

8.2.1.7 Total long-term cost to the City to acquire the bidder's goods or services; and

8.2.1.8 Any relevant criteria specifically listed in the request for bids or proposals.

8.2.2 Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

8.3 **Acceptance of Bid**: Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Agreement. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized City Representative.

8.4 **Reservations**: The City expressly reserves the right to:

8.4.1 Specify approximate quantities in the Solicitation;

8.4.2 Extend the Solicitation opening date and time;

8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;

8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;

8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);

8.4.6 Add additional terms or modify existing terms in the Solicitation;

8.4.7 Reject a bid because of unbalanced unit prices bid;

8.4.8 Reject or cancel any or all Bids;

8.4.9 Reissue a Solicitation;

8.4.10 Procure any item by other means; and/or

8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

9.0 POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER

9.1 **Certificates of Insurance**: When insurance is required, the Bidder must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

9.2 **Payment and/or Performance Bonds**: When Payment and/or Performance Bonds are required, the Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

9.3 **Minority and Women Business Enterprise (M/WBE) Documents**: If an M/WBE goal has been established for the bid, the applicable documents **must** be submitted within five (5) City business days after the bid opening date, exclusive of the bid opening date. Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

1.0 SCOPE

1.1 The City of Fort Worth (City) is accepting bids for an annual agreement for various types of sign sheeting and related materials as specified herein.

1.2 The intent of these specifications is to describe the minimum requirements for material that will be used to fabricate street name and traffic control signs.

1.3 The successful bidder, herein after "Vendor", will furnish sign sheeting material to the Transportation and Public Works (T/PW) Department on an as-needed basis.

1.4 The term of the agreement shall be for a period of one year with options to renew annually for up to three additional one-year periods.

2.0 BRAND NAME OR EQUAL

2.1 If an item in this bid is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the City's needs. The brand name or equal designation is intended to be descriptive not restrictive. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the bid.

2.1.1 To be considered for award, offer of "equal" products, including "equal" products of the brand name manufacturer; must meet the salient physical, functional, or performance characteristic specified in this bid;

2.1.2 Clearly identify the item brand name, if any, and make or model number;

2.1.3 Include descriptive literature such as illustrations and/or drawings. The absence of such a literature shall indicate that the vendor has not taken exception and the vendor shall be responsible to perform in strict accordance with the specifications of the bid document. The City reserves the right to accept any and all or none of the exception(s) and/or substitution(s) as is deemed to be in the best interest of the City.

2.1.4 Clearly describe any modifications the bidder plans to make in a product to make it conform to the bid requirements. Mark any descriptive material to clearly show the modifications.

2.1.5 The Transportation and Public Works Department will evaluate "equal" products on the basis of information furnished by the bidder or identified in the bid and reasonably available to the City Staff. The City is not responsible for locating or obtaining any information not identified in the offer.

2.1.6 Unless the bidder clearly indicates in its bid that the product being offered is an "equal" product, the bidder shall provide the brand name product referenced in the bid for each item as provided in the specifications.

2.1.7 Bidders offering items as equals to those where allowed must pre-qualify the product before their bid will be accepted.

2.1.8 Bidders may be required to furnish a sample of the "equal" product being offered for this bid, at no cost to the City.

2.1.9 Any reference made in the City specifications in this bid request to model and/or make/manufacturer is descriptive and not meant to be restrictive. All specifications are used to indicate the type and quality of material desired.

2.1.10 Bids on items of like quality will be considered. However, if it is determined to be in the best interest of the City to purchase materials or services that are compatible with materials and services already in place then only those materials or services that are compatible will be considered.

3.0 MATERIAL REQUIREMENTS

3.1 The items shown on the bid solicitation represent the most commonly used items purchased by the department and shall not be considered inclusive. The department may have a need to order items not listed and the vendor shall extend the same discounts given within that category.

3.2 Manufacturer specifications for each material type shall be included with the bid.

3.3 Materials may be mixed to create signage; therefore the annual purchase agreement established will be for products from the same manufacturer to avoid warranty conflicts.

3.4 This agreement may be terminated by the City for failure to provide materials of the quality specified or failure to deliver materials and/or services as required.

4.0 PRE-QUALIFICATION

4.1 Products that have not been used and approved by the City may be considered if the product has been tested, using the test methods as outlined in section 7 of ASTM D 4956 – 01a specification, by a recognized agency. The test results, contact name and telephone number of the testing agency must be submitted with the bid.

4.2 If the bidder cannot produce this documentation but would like their product pre-qualified for any future requests for bid that may be issued, the vendor shall provide the City with at least ten (10) square feet of each type of material they wish to qualify. The material shall be field-tested and documentation of performance shall be placed on file for future reference.

5.0 ESTIMATED QUANTITIES

5.1 The quantities listed in this Invitation to Bid are only estimates based on anticipated usage and are not an intent to purchase or a guarantee of future orders. The actual quantities may vary according to the needs of the City. The City is only obligated to pay for items actually ordered by an authorized City employee and then received as required by the City.

6.0 REFERENCES

6.1 All bidders shall provide three (3) references where materials and/or services have been supplied by their firm. See Attachment A. References shall include the name of the firm or agency, address, telephone number and name of contact person. References must be from customers located within the state of Texas and close proximity to the City is preferable.

7.0 DOCUMENTATION

7.1 Failure to include the documentation stated or implied as required within this request for bid may result in rejection of the bid response.

8.0 METHOD OF AWARD

8.1 The City intends to award contract(s) from this bid to the lowest priced, responsive, responsible bidder(s) meeting specifications.

8.2 The City reserves the right to make an award on the basis of individual items.

8.3 The City reserves the right to reject any and / or all bids and to waive any and / or all formalities in awarding this agreement.

9.0 WARRANTY

9.1 The vendor warrants and/or guarantees all equipment against any defects in design, workmanship, materials and failure to operate satisfactorily. The warranty and/or guarantee shall begin on the date the product (s) is placed into service by the City and shall continue through the manufacturer's standard warranty period.

9.2 All items shall carry the standard warranty of the manufacturer. The warranty guarantee for each product shall be returned with the bid response. The warranty must clearly identify all aspects of the company's replacement policy.

10.0 DEFECTIVE MATERIAL

10.1 Delivered items that are determined to be defective or not meeting bid specifications shall be picked up and replaced by the vendor, or the vendor's designee, at no cost to the City. If the item(s) are not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

11.0 INVOICING

11.1 The Transportation and Public Works Department will be utilizing this agreement. Each invoice shall indicate the service provided, location of service and the name of the division requesting the service. It is the Vendor's responsibility to obtain a Purchase Order release number before agreeing to perform any services.

11.1.1 Invoicing Address:

City of Fort Worth
TPW Warehouse, Traffic Services Division
5001 James Avenue
Fort Worth, Texas, 76115

12.0 DELIVERY TERMS – F.O.B. DESTINATION

12.1 The Vendor will be required to make deliveries within sixty (60) days after receipt of order.
All delivery and freight charges (FOB to the City of Fort Worth designated location) are to be included in the bid price.

12.2 Deliveries will be accepted Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., unless otherwise requested. Vendor shall notify the TPW Warehouse at 817-392-8083 24 hours prior to delivery to make arrangements for delivery. Deliveries shall be made primarily to the City of Fort Worth, TPW Warehouse, Traffic Services Division, 5001 James Avenue, Fort Worth, Texas, 76115.

12.3 Deliveries shall be made to other departments and locations as needed. Vendor shall prepay cost of all deliveries. Containers that have been damaged or previously opened shall not be accepted.

13.0 PACKING SLIPS

13.1 Packing slips, or other suitable shipping documents, shall accompany each shipment and shall include name, brand or trademarks, quantity, size, lot or run number and part number. Information to ascertain to whom the delivery was made and from whom it was delivered shall also be included.

14.0 MATERIAL SAFETY DATA SHEETS

14.1 A Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A, shall accompany each delivery. Delivery of toxic or hazardous substance or mixtures containing such substance without MSDS sheets will not be accepted. Delivered containers shall be properly labeled pursuant to RSA 277-A.

14.2 Failure to submit the required MSDS sheets and/or label each container in accordance with RSA 277-A, will place the vendor in non-compliance and may result in civil or criminal penalties. The vendor furnishing substances or mixtures subject to RSA 277-A, is responsible for adhering to and being in compliance with this law. Failure to comply with RSA 277-A, shall result in the cancellation of an order.

15.0 VENDOR SERVICES

The vendor shall provide the following services at no additional cost to the City.

15.1 Provide formal and informal training with review classes approximately every three (3) months or when requested.

15.2 Training will cover the following subjects:
- 15.2.1 Fabrication/Application Procedures
- 15.2.2 Color Processing
- 15.2.3 Equipment Use and Maintenance
- 15.2.4 Corrective and Preventive Maintenance Procedures
- 15.2.5 Materials Technology and Use

15.3 The vendor shall act as an ongoing source of information and professional help in maintaining a sign fabrication program.

15.4 Furnish all process inks, clears and thinners applicable to sheeting purchases. If more than one type of ink is available, the City will choose which ink to use.

15.5 Furnish washers to protect the sign surface from damage by bolts or other fasteners used for sign installation.

15.6 Furnish all types of sheeting in pre-cut sheets.

16.0 GENERAL CHARACTERISTICS AND PACKAGING

16.1 The material supplied shall be of good appearance, free from ragged edges, cracks, scales and blisters and shall be furnished in both rolls and sheets. When ordered in sheet form, the design, dimension and tolerances shall be as specified by the purchaser. Cut sheets shall be packaged flat between pressed board panels of the same dimensions as the sheets and shall be so packed to prevent damage during shipping and storage. Each package should weigh no more than fifty (50) pounds.

16.2 When ordered in rolls, the material shall be evenly wound on a core of sufficient rigidity to prevent distortion of the roll. There shall be no more than four (4) splices per 50-yard length and the splices shall be butted or overlapped and the roll shall be suitable for continuous application. Rolls shall be packaged individually and snugly in fiberboard boxes in such manner that no damage may occur during shipping or storage. The roll shall be suitable for use for a minimum of one year if stored in accordance with manufacturer's recommendation.

16.3 40" X 48" pallets shall be used if delivered product is palletized. The pallets shall have 4-way forklift access and shall be stackable. A loaded pallet shall be no taller than 48" from ground up.

17.0 UNIT PRICE ADJUSTMENT

17.1 The unit prices may be adjusted for increases or decreases in Vendor's cost during the renewal period but before the effective date of the renewal upon written request from the Vendor.

17.2 At the time the City exercises the renewal options, the Vendor may request a rate adjustment in an amount not to exceed the rate price or subsequent renewal rate price according to the Producer Price Index.

17.3 The Vendor must submit its price adjustment request, in writing, at least 60 days before the renewal effective period. The Vendor shall provide written proof of cost increases with price adjustment request.

17.4 If the City concludes that the rate increase being requested is exorbitant, the City reserves the right to adjust the rate request, or reject the rate request in its entirety and allow the agreement to expire at the end of the agreement term. If the City elects not to exercise the renewal option, the Purchasing Division will issue a new solicitation.

18.0 INSURANCE REQUIREMENTS

18.1 **Insurance Section – Basic Coverage Lines and Applicable Policy Limits.** The successful contractor must provide a certificate of insurance documenting the required insurance coverage(s) listed below. Insurance coverage(s) required herein are intended to respond to occurrences which may arise from services and/or goods related to this bid solicitation.

18.2 **Statutory Workers' Compensation Insurance and Employer's Liability Insurance** at the following limits:

$100,000 Each Accident
$500,000 Disease – Policy limit
$100,000 Disease – Each Employee

Workers' Compensation and Employers' Liability coverage with limits consist with statutory benefits outlines in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability.

18.3 **Commercial General Liability Insurance** shall be provided as follows:

$1,000,000 Each Occurrence
$2,000,000 Annual Aggregate

Coverage shall include but not limited to premises/operations, independent contractors, products/completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and as Comprehensive as the current Insurance Services Office (ISO) policy. In some instances, Errors & Omission coverage may be included by endorsement.

18.4 **Auto Liability Insurance** shall be provided as $1,000,000 Combined Single Limit Each Accident. A commercial business policy shall provide coverage on "Any Auto," defined as autos owned, hired and non-owned.

18.5 Policies shall be endorsed to provide the City of Fort Worth a thirty- (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (AIIMA).

18.6 Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City of Fort Worth Purchasing Division – Bid No. 12-0072
1000 Throckmorton Street
Fort Worth, Texas 76102

19.0 ADDITIONAL INSURANCE REQUIREMENTS

19.1 The City of Fort Worth, its Officers, Employees and Volunteers shall be named as an Additional Insured. Exception: the additional insured requirement **does not** apply to Workers' Compensation policies.

Thirty days (30) notice of cancellation or non-renewal is required.

Example: "This insurance shall not be canceled, limited in scope or coverage, cancelled or non-renewed, until after thirty (30) days prior written notice has been given to the City of Fort Worth."

19.2 Waiver of rights of recovery (subrogation) in favor of the City of Fort Worth.

19.3 The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.

19.4 If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.

19.5 Unless otherwise stated, all required insurance shall be written on the occurrence basis. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the contractual agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the service provided under the contractual agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.

DETAILED SPECIFICATIONS FOR
RETROREFLECTIVE AND NON-REFLECTIVE SIGN SHEETING
MATERIAL AND RELATED ITEMS

20.0 ACRYLIC OVERLAY FILM

The material will be applied to Type I, Type II, Type IV, Type IX, and other retroreflective sheeting for permanent signing and must have the following characteristics:

20.1 3M Scotchlite ElectroCut Film Series 1170 brand name or approved equal
20.2 Durable
20.3 Transparent
20.4 Electronic-cuttable
20.5 Coated with a transparent, pressure-sensitive adhesive
20.6 Material must have a removable synthetic liner **(Paper liner is not acceptable)**

20.7 The material shall be available in the following colors:
- 20.7.1 Yellow
- 20.7.2 Green
- 20.7 3 Blue
- 20.7.4 Brown
- 20.7.5 Red
- 20.7.6 Orange

20.8 The material must be available in non-perforated rolls ranging in size from ¾" x 50 yards to 48" x 50 yards as specified by the requesting department.
20.9 Non-Perforated

21.0 NON-REFLECTIVE VINYL FILM

Film will be applied to Type I, Type III, Type IV, Type IX, and other retroreflective sheeting for permanent signing and must have the following characteristics:

21.1 3M Scotchcal ElectroCut Film Series 7725 brand name or approved equal
21.2 Durable
21.3 2 mil opaque cast vinyl
21.4 Coated with a transparent, pressure-sensitive adhesive
21.5 Material must have a removable synthetic liner **(Paper liner is not acceptable)**
21.6 The material must be available in various colors and in perforated and non-perforated rolls ranging in size from ¾" x 50 yards to 48" x 50 yards or in sheet sizes as specified by the requesting department.
21.7 Non-Perforated

22.0 TYPE I ENGINEERING GRADE RETROREFLECTIVE SIGN SHEETING WITH PRESSURE-SENSITIVE ADHESIVE LINER

This sheeting will be combined with other components for permanent signing and must have the following characteristics:
22.1 3M Scotchcal ElectroCut Film Series 3430 brand name or approved equal

22.2 The material must meet all specifications for Type I retroreflective sheeting with class 1 liner as outlined in ASTM D 4956 – 01a.

22.3 The material shall be available in the following colors:
21.3.1 White
21.3.2 Yellow
21.3.3 Orange
21.3.4 Green
21.3.5 Red
21.3.6 Blue
21.3.7 Brown

22.4 The material shall be available in perforated and non-perforated rolls ranging in size from ¾" x 50 yards to 48" x 50 yards or in sheet sizes as specified by the purchaser.

23.0 SUPER HIGH-INTENSITY RETROREFLECTIVE SIGN SHEETING WITH PRESSURE-SENSITVE ADHESIVE LINER

This sheeting is typically an unmetallized microprismatic retroreflective element material.

The sheeting will be combined with other components for permanent signing and must have the following characteristics:

23.1 3M Series 3980 brand name or approved equal

23.2 The material must be very-high-intensity retroreflective sheeting having the highest retroreflectivity characteristics at short road distances.

23.3 Smooth outer surface that essentially has the property of retroreflector over its entire surface.

23.4 Adhesive liner shall be pressure-sensitive, require no heat, solvent or other preparation for adhesion to smooth, clean surfaces.

23.5 The material must be available in the following fluorescent colors:
20.5.1 Yellow
20.5.2 Yellow/Green
20.5.3 Orange

23.6 The material shall be available in non-perforated rolls ranging in size from ¾" x 50 yards to 48" x 50 yards or in sheet sizes as specified by the purchaser.

24.0 TYPE IV HIGH INTENSITY PRISMATIC RETROREFLECTIVE SHEETING WITH ADHESIVE LINER

The sheeting is typically an unmetallized microprismatic lens retroreflective element material.

This sheeting will be combined with other components for permanent signing and must have the following characteristics:

24.1 3M Series 3930 brand name or approved equal.
24.2 Smooth outer surface that essentially has the property of the retroreflector over its entire surface.

24.3 Adhesive liner shall be pressure-sensitive, require no heat, solvent or other preparation for the adhesion to smooth, clean surfaces.

24.4 The material shall be available in colors:
24.4.1 White
24.4.2 Yellow
24.4.3 Green
24.4.4 Red
24.4.5 Blue
24.4.6 Brown

24.5 The material shall be available in non-perforated rolls ranging in size from ¾ x 50 yards to 48" x 50 yards or sheet sizes as specified by the purchaser.

24.6 Non-Perforated

25.0 SUPER-HIGH EFFICIENCY FULL CUBE RETROREFLECTIVE SHEETING WITH PRESSURE SENSITIVE ADHESIVE

This sheeting is typically a microprismatic retroreflective element material.

This sheeting will be combined with other components for permanent signing and must have the following characteristics:

25.1 3M Series 4000 brand name or approved equal.

25.2 Super-high efficiency, full cube retroreflective sheeting having the highest retroreflectivity characteristics at medium and short road distances.

25.3 Smooth outer surface that essentially has the property of retroreflector over its entire surface.

25.4 Adhesive liner must be pressure-sensitive, require no heat, solvent or other preparation for adhesion to smooth, clean surfaces.

25.5 The material shall be available in colors:
25.5.1 White
25.5.2 Yellow
25.5.3 Green
25.5.4 Red
25.5.5 Blue
25.5.6 Brown
25.5.7 Fluorescent Yellow
25.5.8 Fluorescent Yellow Green
25.5.9 Fluorescent Orange

25.6 The material shall be available in non-perforated rolls ranging in size from ¾" x 50 yards to 48" x 50 yards or in sheet sizes as specified by the user department.

26.0 CONTRACT ADMINISTRATION

26.1 Contract administration will be performed by the Transportation and Public Works Department. In the event the Vendor fails to perform according to the terms of the agreement, the Department head or his/her designee will notify the Vendor, in writing, of its failures. A meeting may be arranged to discuss the vendor's deficiencies. A written cure notice may be prepared giving the Vendor 10 calendar days to cure any deficiency.

26.2 In the event the Vendor continues with unsatisfactory performance, the department will promptly notify the Purchasing Manager who will take appropriate action to cure the performance problem(s), which could include cancellation, termination for convenience or default. If the agreement is terminated for default, the Vendor may be held liable for excess cost and/or liquidated damages.

26.3 The Vendor will be paid only those sums due and owing under the agreement for services satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.

26.4 The City reserves the right to terminate this agreement, or any part hereof, for its sole convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this agreement, the Vendor shall be paid a percentage of the agreement price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Vendor can demonstrate to the satisfaction of the City using its standard record keeping system, have resulted from the termination. However, in no event shall the total of all amounts paid to the Vendor exceed the agreement price. The Vendor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

27.0 OPTION TO EXTEND/RENEW THE TERM OF THE AGREEMENT

27.1 The term of the agreement shall be for a period of one (1) year, with options to renew annually for up to three (3) additional years. The City may extend the term of this agreement by written notice to the Vendor within 30 calendar days; provided, the City gives the Vendor a preliminary written notice of its intent to extend at least 60 calendar days before the agreement expires, and the renewal/extension is mutually agreed upon by both parties to the agreement.

27.2 The preliminary notice does not commit the City to an extension. If the City exercises this option, the extended agreement shall be considered to include this option clause

CITY OF FORT WORTH, TEXAS
STANDARD PURCHASING TERMS AND CONDITIONS

1.0 DEFINITION OF BUYER - The City of Fort Worth, its officers, agents, servants, authorized employees, contractors and subcontractors who act on behalf of various City departments, bodies or agencies.

2.0 DEFINITION OF SELLER - The consultant, contractor, supplier, vendor or other provider of goods and/or services, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of the entity under a contract with the City of Fort Worth.

3.0 PUBLIC INFORMATION - Any information submitted to the City of Fort Worth (the "City") may be requested by a member of the public under the Texas Public Information Act. *See* TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's proprietary information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released without penalty to the City.

4.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS - No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)

5.0 ORDERS

5.1 No employees of the Buyer or its officers, agents, servants, contractors or subcontractors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and/or services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and emergencies pursuant to Texas Local Government Code Section 252.022(a)(1), (2), or (3). In the case of emergencies, the Buyer's Purchasing Division will place such orders.

5.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.

6.0 SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address: (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

7.0 SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

8.0 TITLE AND RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

9.0 DELIVERY TERMS AND TRANSPORTATION CHARGES – Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

10.0 PLACE OF DELIVERY - The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.

11.0 RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.

12.0 INVOICES

12.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.

12.2 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate upon Seller's request.

13.0 PRICE WARRANTY

13.1 The price to be paid by Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products and services of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the prices contained in Seller's bid, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without any liability to Seller for breach or for Seller's actual expense. Such remedies are in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting employees of an established commercial or selling agency that is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

14.0 PRODUCT WARRANTY - Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract voidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the bid

invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

15.0 SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section 29.0 of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

16.0 SOFTWARE LICENSE TO SELLER – If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, non-exclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Seller, and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however Buyer may make copies of the software expressly for backup purposes.

17.0 **WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY - Seller warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any and all costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products or services become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall either: (a) procure for Buyer the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect Buyer's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Buyer; or (d) if none of the foregoing alternatives is reasonably available to Seller, terminate this agreement and refund to Buyer the payments actually made to Seller under this agreement.**

18.0 OWNERSHIP OF WORK PRODUCT – Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Seller acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its contractors hereby waives any property interest in such Work Product.

19.0 NETWORK ACCESS - The City owns and operates a computing environment and network (collectively the "Network"). If Seller requires access, whether onsite or remote, to the City's network to provide services hereunder, and the Seller is required to utilize the Internet, Intranet, email, City database, or other network application, Seller shall separately execute the City's Network Access

Agreement prior to providing such services. A copy of the City's standard Network Access Agreement can be provided upon request.

20.0 CANCELLATION - Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

21.0 TERMINATION - The performance of work or purchase of goods under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work or the goods to be purchased under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of any other termination rights of Buyer as set forth herein.

22.0 ASSIGNMENT / DELEGATION - No interest, obligation or right of Seller, including the right to receive payment, under this contract shall be assigned or delegated to another entity without the express written consent of Buyer. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Prior to Buyer giving its consent, Seller agrees that Seller shall provide, at no additional cost to Buyer, all documents, as determined by Buyer, that are reasonable and necessary to verify Seller's legal status and transfer of rights, interests, or obligations to another entity. The documents that may be requested include, but are not limited to, Articles of Incorporation and related amendments, Certificate of Merger, IRS Form W-9 to verify tax identification number, etc. Buyer reserves the right to withhold all payments to any entity other than Seller, if Seller is not in compliance with this provision. If Seller fails to provide necessary information in accordance with this section, Buyer shall not be liable for any penalties, fees or interest resulting therefrom.

23.0 WAIVER - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

24.0 MODIFICATIONS - This contract can be modified or rescinded only by a written agreement signed by both parties.

25.0 THE AGREEMENT - In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable bid documents published by the Buyer and Seller's Response to such bid (the "contract documents"). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published bid documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

26.0 APPLICABLE LAW / VENUE - This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.

27.0 INDEPENDENT CONTRACTOR - Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-contractors. The doctrine of *respondent superior* shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, contractors and subcontractors.

28.0 **INDEMNIFICATION / LIABILITY – SELLER COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS, AND DEFEND BUYER, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, OMISSION, OR INTENTIONAL CONDUCT ON THE PART OF THE SELLER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS, AND SELLER DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PEFORMANCE OF THIS CONTRACT AS A RESULT OF ANY NEGLIGENT ACT, OMISSION OR INTENTIONAL CONDUCT ON THE PART OF THE SELLER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS.**

29.0 SEVERABILITY - 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 of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

30.0 FISCAL FUNDING LIMITATION - In the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which funds have been appropriated without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

31.0 NOTICES TO PARTIES - Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Forth Worth, Purchasing Division, 1000 Throckmorton Street, Fort Worth, Texas 76102. Notices to Seller shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to bid. Or if sent via express courier or hand delivery, notice is considered received upon delivery.

32.0 NON-DISCRIMINATION - This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of same and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, contractor or subcontractors herein.

33.0 IMMIGRATION NATIONALITY ACT – The City of Fort Worth actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment

verification, and nondiscrimination. Seller shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Seller shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide Seller with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Seller shall establish appropriate procedures and controls so that no services will be performed by any worker who is not legally eligible to perform such services. Seller shall provide Buyer with a certification letter that it has complied with the verification requirements required by this Agreement. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

34.0 ENVIRONMENTAL – This provision contains the minimum terms and conditions required of a waste services provider. The City reserves the right to require additional terms and conditions as necessary.

34.1 DEFINITIONS

Unacceptable Waste shall mean any and all waste, including but not limited to Hazardous Waste, special waste, Medical Waste and friable asbestos, the acceptance and handling of which by City Collector would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to City Collector's equipment or facilities, or present a substantial danger to the health or safety of the public or City Collector's employees.

Environmental Damages shall mean all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred as a result of handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this contract, or the existence of a violation of environmental requirements pertaining to, and including without limitation:

a. Damages for personal injury and death, or injury to property or natural resources;

b. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports of the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this contract or collecting any sums due hereunder; and

c. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the Environmental Requirements.

Environmental Requirements shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

a. All requirements, including, but not limited to, those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and

b. All requirements pertaining to the protection of the health and safety of employees or the public.

34.2 Requirements - Contractor warrants that it understands the known hazards and suspected hazards that are present to persons, property and the environment by providing packing, transporting, and disposal of hazardous, special and solid waste. Contractor further warrants that it will perform all services under this contract in a safe, efficient and lawful manner using industry accepted practices, and in full compliance with all Environmental Requirements and is under no restraint or order which would prohibit performance of services under this contract.

34.3 Vehicle Specifications - All Vehicles used by Contractor and Contractor's subcontractor(s) in providing collection of materials under the Contract shall be designed to prevent leakage, spillage or overflow.

34.4 Generator Status - Contractor shall be required pursuant to assume generator status for the waste collected and to choose a disposal site for the waste subject to the City's approval, and to indemnify City against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.

34.5 **ENVIRONMENTAL INDEMNIFICATION - CONTRACTOR DOES HEREBY RELEASE, INDEMNIFY, DEFEND, REIMBURSE, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS, AGAINST ANY AND ALL ENVIRONMENTAL DAMAGES AND THE VIOLATION OF ANY AND ALL ENVIRONMENTAL REQUIREMENTS RESULTING FROM THE HANDLING, COLLECTION, TRANSPORTATION, TESTING, STORAGE, DISPOSAL, TREATMENT, RECOVERY, AND/OR REUSE, BY ANY PERSON, OF WASTE COLLECTED PURSUANT TO THIS CONTRACT.**

34 6 Licenses and Permits - Contractor agrees to obtain and pay for all licenses, permits, certificates, inspections and all Governmental Approvals and other fees required by Applicable Law or otherwise necessary to perform the services prescribed hereunder. Contractor shall also pay, at its own expense, all fees necessary to the collection and removal of Garbage, Refuse, Small Bulky Waste, Large Brush and Large Bulky Waste, C&D Waste, Yard Waste, and Recyclables and their residuals.

34.7 Unacceptable Waste - Contractor shall NOT knowingly accept, nor be required to accept for disposal, Unacceptable Waste. Contractor shall leave Unacceptable Waste at its original location and notify the Director immediately of the location and provide the Director with a description of such waste. Contractor reserves the right to reject or revoke acceptance of any Unacceptable Waste. Upon notification from the Contractor, the Director shall determine

whether the waste is Unacceptable Waste or acceptable under the terms of this Contract. Contractor shall immediately return to the site to pick up the suspected waste upon notification from the Director that the waste is not Unacceptable Waste.

35.0 RIGHT TO AUDIT - Seller agrees that the Buyer, or Buyer's authorized representative, shall, until the expiration of three (3) years after final payment under this contract, and at no additional cost to Buyer, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract, including any and all records maintained pursuant to Section 31 of this Agreement. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying in accordance with the standards set forth in the Texas Administrative Code. The Buyer shall give Seller reasonable advance written notice of intended audits, but no less than ten (10) business days.

36.0 DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subcontractors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subcontractors against Buyer arising out of Seller's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

37.0 DISPUTE RESOLUTION - If either Buyer or Seller has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

Revised January 6, 2010

ATTACHMENT A
REFERENCES

1. COMPANY/AGENCY: BEXAR COUNTY
   ADDRESS: VISTA VERDE PLAZA, 233 N. PECOS, STE 320, SAN ANTONIO, TX 78207-3178
   CONTACT NAME: MARY SALAS
   TELEPHONE NUMBER: 210-335-2212
   MATERIALS AND/OR SERVICES PROVIDED: REFLECTIVE TRAFFIC SIGNING MATERIALS

2. COMPANY/AGENCY: CITY OF DALLAS
   ADDRESS: 1500 MARILLA ST., ROOM 3FS, DALLAS, TX 75201-6390
   CONTACT NAME: SHELLIA CRAWFORD
   TELEPHONE NUMBER: 212-243-2128
   MATERIALS AND/OR SERVICES PROVIDED: REFLECTIVE TRAFFIC SIGNING MATERIALS

3. COMPANY/AGENCY: CITY OF EL PASO
   ADDRESS: 2 CIVIC CENTER PLAZA, FINANCIAL SERVICES, EL PASO, TX 79901
   CONTACT NAME: DENIESE BAISLEY
   TELEPHONE NUMBER: 915-541-4263
   MATERIALS AND/OR SERVICES PROVIDED: REFLECTIVE TRAFFIC SIGNING MATERIALS

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) must disclose in the Questionnaire Forms CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaires Form CIQ is enclosed with submittal documents. The form is also available at http://www.ethics.state.tx.us/forms/CIQ.pdf.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE **For vendor or other person doing business with local governmental entity**	FORM CIQ
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received
1. Name of person doing business with local governmental entity. 3M COMPANY	
2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money. NONE	
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire. NONE	

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity Page 2

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity — Date: FEBRUARY 27, 2012

MATTHEW J. BIGNELL / CONTRACT ADMINISTRATOR

NO BID SHEET
FOR BID NO: 12-0072
SIGN SHEETING MATERIAL AND RELATED ITEMS
BID OPENING DATE: MARCH 1, 2012

LaKita Slack, Buyer
Purchasing Division
(817) 392-8314
Fax No. (817) 392-8440
E-mail address: lakita.slack@fortworthtexas.gov

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Fort Worth
Purchasing Division
1000 Throckmorton Street
Fort Worth, Texas 76102

Please check the items that apply:

- ☐ **Do not sell the item(s) required.**
- ☐ **Cannot be competitive.**
- ☐ **Cannot meet the Specifications highlighted in the attached Bid.**
- ☐ **Cannot provide Insurance required.**
- ☐ **Cannot provide Bonding required.**
- ☐ **Cannot comply with Indemnification requirements.**
- ☐ **Job too small.**
- ☐ **Do not wish to do business with the City.**
- ☐ **Other reason.** _____

Company Name:_____

Authorized Officer or Agent Signature:_____

Telephone: (_____) _____ **FAX Number: (_____)** _____

City of Fort Worth
Invitation to Bid No. 12-0072
Qualifications and Explanations

Principal Place of Business
3M's principal place of business is in St Paul, MN and is reflected as such in the bid document. However, 3M does have a significant presence in the State of Texas with a facility in Austin, a sales office in Houston and a manufacturing plant in Brownwood. 3M employee totals in the State of Texas as of 12/31/2011 were 1,725 people.

Price Warranty
3M offers pricing terms based on the length of a contract, the breadth of products covered, the size of the sales opportunity, the contract's other terms, the competitive situation and many other market factors. In this instance, 3M is offering a competitive price based on these factors but is not necessarily offering the lowest prices for each item. Because local governments generally impose significantly different contract terms and such terms and conditions are not comparable to each other or to 3M's commercial terms, 3M cannot guarantee the lowest pricing in all instances.

Conflict of Interest Questionnaire – Question 5. Section A.
3M Company is a publicly traded, Fortune 500 company with approximately $30B in sales in 2011, 80,000 employees worldwide and over 40 business units. As a publicly traded company it is feasible that a government official could receive taxable income from 3M. That said, with over 100, 000 share holders and a market capitalization in excess of $50B, 3M is unaware of any conflicts of interest pertaining to local government officers and 3M.

EPLS

Excluded Parties List System

Search Results Excluded By
Firm, Entity, or Vessel : 3M COMPANY
Exclusion : Procurement
as of 20-Mar-2012 12:17 PM EDT

Your search returned no results.

Official site of the City of Fort Worth, Texas

FORT WORTH

CITY COUNCIL AGENDA

COUNCIL ACTION: Approved on 5/15/2012

DATE:	5/15/2012	**REFERENCE NO.:**	**P-11382	**LOG NAME:**	13P12-0072 SIGN SHEETINGLSJ
CODE:	P	**TYPE:**	CONSENT	**PUBLIC HEARING:**	NO

SUBJECT: Authorize Purchase Agreement with 3M Company for Sign Sheeting Material for the Transportation and Public Works Department in an Amount Up to $160,000.00 (ALL COUNCIL DISTRICTS)

RECOMMENDATION:

It is recommended that the City Council authorize a purchase Agreement with 3M Company for sign sheeting material for the Transportation and Public Works Department in an amount up to $160,000.00 for the first year.

DISCUSSION:

The Transportation and Public Works Department (TPW) will use this Agreement to purchase reflective and non-reflective sign sheeting material used to fabricate workzone, street name and traffic control signage.

The Invitation to Bid (ITB) contained detailed specifications describing the quantities, colors, sizes, physical, functional and performance characteristics of the sign sheeting material to be supplied to the City. The ITB also required retroreflective sheeting and adhesive backing that complies with the Manual of Traffic Signs Standard Specification for Retroreflective Sheeting for Traffic Control ATM4956-01A. TPW certified that the recommended low bid meets specifications.

BID ADVERTISEMENT - This bid was advertised in the Fort Worth Star-Telegram on February 8, 2012 and February 15, 2012. Seventy vendors were solicited from the purchasing database system; four responses were received.

BID TABULATION - See attached bid tabulation.

PRICE ANALYSIS - The unit prices range from 1 to 36 percent lower than the unit prices from the previous Agreement awarded in 2008, (M&C P-10939). Staff determined that the prices are considered fair and reasonable. No guarantee was made that a specific amount of goods or services would be purchased. The department anticipates spending approximately $160,000.00 for reflective sign sheeting material for the first year. The department spent approximately $142,000.00 last year and $176,000.00 two years ago.

M/WBE - A waiver of the goal for M/WBE subcontracting requirements was requested by the Purchasing Division and approved by the M/WBE Office because the purchase of goods or services is from sources where subcontracting or supplier opportunities are negligible.

AGREEMENT TERMS - Upon City Council approval, this Agreement will begin May 16, 2012, and expire May 15, 2013.

ADMINISTRATIVE CHANGE ORDER - An Administrative Change Order or increase may be made by the City Manager in an amount up to $32,500.00 and does not require specific City Council approval as long as sufficient funds have been appropriated.

RENEWAL OPTIONS - This Agreement may be renewed for up to three additional one year terms at the City's option. This action does not require specific City Council approval provided that the City Council has appropriated sufficient funds to satisfy the City's obligations during the renewal term. Staff anticipates that the costs for the renewal years will be the same as the first year.

FISCAL INFORMATION/CERTIFICATION:

The Financial Management Services Director certifies that funds are available in the current operating budget, as appropriated, of the General Fund.

BQN\12-0072\LSJ

TO Fund/Account/Centers	FROM Fund/Account/Centers
Submitted for City Manager's Office by:	Susan Alanis (8180)
Originating Department Head:	Lena Ellis (8517)
Additional Information Contact:	Jack Dale (8357) LaKita Slack-Johnson (8314)

ATTACHMENTS

Sign Sheeting Material 12-0072 Bid Tab.pdf

AGENDA ITEM #24.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **6/5/12**

Agenda Caption: **Consider and Act on a Resolution authorizing the City Manager of the City of Frisco, Texas to execute a First Amendment to the Annexation Agreement, dated August 18, 2009, between the City of Frisco, Texas and Bert Fields, Jr.**

Action Requested: City Council adoption of a Resolution authorizing the City Manager to execute a First Amendment to the Annexation Agreement between the City of Frisco and Bert Fields, Jr.

Background Information: The property owner has requested that the Annexation Agreement be amended to include an additional 559.26 acres.

Board Review/Citizen Input: Not applicable.

Alternatives: Not applicable.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office has prepared the Resolution and the agreement.

Supporting Documents:
- Resolution
- First Amendment to Agreement

Staff Recommendation: Recommended for adoption.

CITY OF FRISCO, TEXAS **RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO EXECUTE THE FIRST AMENDMENT TO THE ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND BERT FIELDS, JR.; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The City Manager of the City of Frisco, Texas is hereby authorized to execute the First Amendment to the Annexation Agreement by and between the City of Frisco, Texas and Bert Fields, Jr. ("First Amendment"), and a copy of said First Amendment is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 2. This Resolution is effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this ____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

Exhibit "A"
(First Amendment)

AFTER RECORDING, RETURN TO:
City of Frisco, Texas
6101 Frisco Square Blvd
5th Floor
Frisco, Texas 75034

FIRST AMENDMENT TO THE ANNEXATION AGREEMENT BETWEEN THE CITY OF FRISCO, TEXAS AND BERT FIELDS, JR.

This is the First Amendment to the Annexation Agreement by and between the City of Frisco, Texas, (the "City") and Bert Fields, Jr. (the "Owner"), hereinafter referred to as the (the "First Amendment"), entered into this __ day of June 2012 (the "Effective Date").

WHEREAS, on August 18, 2009, the Owner and City previously entered into an annexation agreement for approximately 2,256.78 acres, more or less, pursuant to the authority granted in Section 212.172 of the Texas Local Government Code, as amended, which authorizes the City to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality, and said annexation agreement is attached hereto as **Exhibit "A"** and incorporated herein for all purposes as if set forth verbatim herein (the "Agreement"); and

WHEREAS, on January 4, 2012, the Owner submitted an annexation application with the City for a voluntary annexation (the "Annexation Application"); and

WHEREAS, the Annexation Application requested annexation of the property subject to the Agreement and two (2) additional tracts, thereby requesting annexation for a total of 2,807.04 acres, more and less, as identified in the metes and bounds description attached hereto as **Exhibit "B"** and incorporated herein for all purposes as if set forth verbatim herein; and

WHEREAS, the Owner has requested that the Annexation Agreement be amended to include the approximate 559.26 acres, more or less (the "Additional Property"), that is not a part of the Agreement; and

WHEREAS, the City has agreed to accept the Annexation Application and amend the Agreement to include the Additional Property; and

WHEREAS, the parties hereto agree that, excepted as specifically provided herein, this First Amendment shall not affect the terms and conditions of the Agreement and that said terms and conditions shall apply to the Additional Property; and

WHEREAS, pursuant to Section 43.035 of the Texas Local Government Code, as amended, City desires to annex certain lands including the property subject to the Agreement and the Additional Property; and

WHEREAS, the parties desire to agree on the matters set forth in this First Amendment pursuant to Sections 43.021, 43.035 and 212.172 of the Texas Local Government Code, as amended, and for the purposes set forth in that section; and

WHEREAS, the City has investigated and determined that it is in the best interest of the City and its citizens to enter into this First Amendment for the annexation and development of the Property.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owner agree that the Agreement shall be amended as follows:

1. Land Subject to the Agreement. The land that is subject to the Agreement shall be amended to include the Additional Property, as reflected by the metes and bounds description provided in **Exhibit "B"**.

2. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this First Amendment are true and correct and are hereby incorporated into the body of this First Amendment and adopted as findings of City and the authorized representatives of Owner.

3. Counterparts. This First Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one First Amendment.

4. Defined Terms/Ratification of Agreement. Any term not defined herein shall be deemed to have the meaning ascribed to it under the Agreement. Except as expressly amended hereby, all of the terms, provisions, covenants and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect.

5. Authority to Execute. The individuals executing this First Amendment hereby represent and warrant that they are empowered and duly authorized to so execute this First Amendment on behalf of the parties they represent.

6. Entire Agreement/First Amendment. This First Amendment and the Agreement embody the entire agreement between the parties regarding the subject matter hereof. There are no oral understandings or agreements between the parties regarding the subject matter hereof. This First Amendment may only be amended by written agreement executed by all parties hereto.

7. Venue. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

8. Assignment. This First Amendment is not assignable.

9. Attorneys' Fees. In any legal proceeding brought to enforce the terms of this First Amendment, including, but not limited to a proceeding brought pursuant to the Agreement and this First Amendment, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

10. Consideration. This First Amendment is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

11. Savings/Severability. In case any one or more of the provisions contained in this First Amendment 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 hereof, and this First Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Representations. Each signatory represents this First Amendment has been read by the party for which this First Amendment is executed and that such party has had an opportunity to confer with its counsel.

13. Sovereign Immunity. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this First Amendment.

14. No Third Party Beneficiaries. Nothing in this First Amendment shall be construed to create any right in any third party not a signatory to this First Amendment, and the parties do not intend to create any third party beneficiaries by entering into this First Amendment.

15. Miscellaneous Drafting Provisions. This First Amendment shall be deemed drafted equally by all parties hereto. The language of all parts of this First Amendment shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this First Amendment are for the convenience of the parties and are not intended to be used in construing this document.

16. No Chapter 245 Permit. This First Amendment, and any requirement contained in this First Amendment, shall not constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS FIRST AMENDMENT.**

IN WITNESS WHEREOF, the parties have executed this First Amendment and caused this First Amendment to be effective on the latest date as reflected by the signatures below.

CITY OF FRISCO, TEXAS

By:_____
George Purefoy, City Manager

ATTEST:

_____
Jenny Page, City Secretary

OWNER:

_____
Bert Fields, Jr.

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, City Manager of the City of Frisco, Texas, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **City of Frisco, Texas**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2012.

_____
Notary Public in and for the State of Texas
My Commission Expires:
_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Bert Fields, Jr.**, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2012.

_____
Notary Public in and for the State of Texas
My Commission Expires:
_____

Exhibit "A"
(Annexation Agreement)
[45 Pages Attached]

AFTER RECORDING,
RETURN TO:
City of Frisco, Texas
5101 Frisco Square Blvd
5th Floor
Frisco, Texas 75034

STATE OF TEXAS §
§ ANNEXATION AGREEMENT
COUNTIES OF DENTON/COLLIN §

This Annexation Agreement ("Agreement") is made and entered into as of this 18th day of August, 2009, ("Effective Date") by and between the City of Frisco, Texas, ("City") and Bert Fields, Jr. ("Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 2,256.78 acres, more or less, situated in the Charles L. Smith Survey, Abstract No. 1185, the Samuel Whittenburg Survey, Abstract No. 1510, the M.E.P. & P.R.R. Company Survey, Abstract No. 941, the W.H. Bates Survey, Abstract No. 83, the M.E.P. & P.R.R. Company Survey, Abstract No. 921, the L. Netherly Survey, Abstract No. 962, the C. Jackson Survey, Abstract No. 665, the J.T. Landrum Survey, Abstract No. 764, the R.H. Bates Survey, Abstract No. 68, the J.R. Hogue Survey, Abstract No. 1714, the W.E. Bates Survey, Abstract No. 90 and the Collin County School Land Survey No. 10, Abstract No. 148, Denton and Collin County, Texas, which is more particularly described and depicted (hatch marked area) in ***Exhibits "A-1" through "A-9" and "B"***, attached hereto and incorporated herein for all purposes as if fully set forth verbatim herein ("Property"); and

WHEREAS, City and the Owner desire that the property be developed as set forth herein; and

WHEREAS, pursuant to Section 43.035 of the Texas Local Government Code, City desires to annex certain lands including the Property; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code, City is authorized to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality for purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172 of the Texas Local Government Code and for the purposes set forth in that section.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owner agree as follows:

1. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Owner represents that it is the sole owner of the Property.

2. Use and Development. The use and development of the Property before and after annexation shall conform to all City ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, applicable to the development and use of the Property; provided, however, any structures existing on the Property on the Effective Date shall be considered legal, conforming structures and uses and any structures to be constructed on the Property for agricultural, uninhabitable uses may be constructed in accordance with the rules and regulations in effect for such structures constructed in the extraterritorial jurisdiction immediately prior to the Effective Date. Notwithstanding anything to the contrary herein, all inhabitable structures shall be constructed in accordance with the applicable rules and regulations of City, whether now existing or in the future arising, as though the structure was located within the corporate limits of City. Prior to annexation, the Property shall be developed as if it has been designated with agricultural zoning in accordance with City's Comprehensive Zoning Ordinance, as it exists or may be amended. The development of non-agricultural uses on the Property will require annexation and zoning of the Property in accordance with City's ordinances, rules and regulations, as they exist or may be amended. This Paragraph shall survive the termination of this Agreement.

3. Annexation and Zoning. City will not annex the Property, unless requested to do so by Owner, during the term of this Agreement provided that Owner complies with the terms and conditions of this Agreement. The parties agree that City, in its sole discretion, shall determine whether it will approve annexation of the Property. Simultaneously with the termination of this Agreement City and Owner agree that City may, in its sole discretion, initiate annexation proceedings for the Property.

4. Water and Sewer Service. Following annexation of the Property by City, City agrees to provide the water and sewer service for the Property in accordance with the Local Government Code and the annexation service plan.

5. Other Development Fees. City ordinances covering park dedication and/or payment in lieu of dedication of land, utility rates, permit fees, impact fees and the like are not affected by this Agreement and shall be applied to the Property in the same manner as any other Property located within City's corporate boundaries; provided, however, nothing herein is intended to, nor shall it, amend, modify or limit any existing or future agreement between City and Owner with regard to the Property, including without limitation, any agreement establishing or limiting impact fees. Further this Agreement does not waive or limit any of the obligations of Owners to City under any other ordinance, whether now existing or in the future arising.

6. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. The term of this Agreement shall be fifteen (15) years from the Effective Date unless terminated earlier in accordance with the terms of this Agreement or upon the earlier of

Owner's death or Owner's conveyance of the Property. Should any portion of the Property be conveyed, this Agreement will terminate as to the portion of the Property conveyed. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of City.

7. Default. If any party breaches any of the terms of this Agreement, then that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity.

8. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

City: City of Frisco
6101 Frisco Square Blvd., 5th Floor
Frisco, Texas 75034
Attn: City Manager

With a copy to: Rebecca Brewer
Abernathy, Roeder, Boyd & Joplin, P.C.
1700 Redbud Blvd.
Suite 300
P.O. Box 1210
McKinney, TX 75070-1210

Owner: Bert Fields, Jr.
11835 Preston Road
Dallas, Texas 75230

With copy to: Michael P. Haggerty
Jackson Walker, L.L.P.
901 Main Street, Suite 6000
Dallas, Texas 75202

9. Miscellaneous.

(a) Assignment. This Agreement is not assignable.

(b) Compliance with Ordinances. Except as provided for in this Agreement, the

parties agree that the Owners shall be subject to all ordinances of City. All construction will be in accordance with applicable ordinances and regulations of City, whether now existing or in the future arising.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(d) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

(e) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(f) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(g) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(i) Savings/Severability. 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 construed as if such invalid illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Sovereign Immunity. The parties agree that City has not waived its sovereign immunity by entering into and performing their respective obligations under this Agreement, except as to the specific performance of this Agreement.

(l) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document

(m) Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

(n) No Chapter 245 Permit. This Agreement, and any requirement contained in this Agreement, shall not constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

ATTEST:

_____
Jenny Page, City Secretary

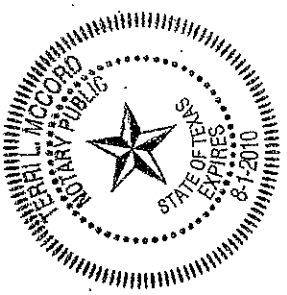
OWNER:

_____
Bert Fields, Jr.

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy,** City Manager of the City of Frisco, Texas, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **City of Frisco, Texas,** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of August 2009.



Terri L McCord
Notary Public in and for the State of Texas
My Commission Expires:
8/1/10

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Bert Fields, Jr.,** being the person whose names are subscribed to the foregoing instrument; he acknowledged to me that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of August, 2009.

Notary Public in and for the State of Texas
My Commission Expires:

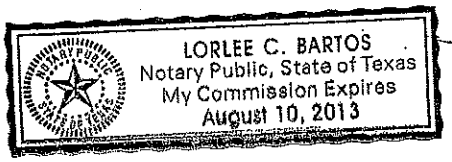


Exhibit "A-1"
Description of Property
(4 pages attached)

#4228- WARRANTY DEED

STATE OF TEXAS }
COUNTY OF COLLIN } KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Emma E. Wood, a widow, the surviving wife of D. E. Wood, deceased; Mrs. Romia Gunstream, a widow, of Collin County, Texas; Willie Wood, a single man, of Dallas County, Texas; Elmer E. Wood, joined by Bessie Wood my wife, of Dallas County, Texas; Jeanette Rohde, joined by George Rohde my husband, of Dallas County, Texas; Raymond Wood, joined by Merlyn Wood my wife, of Dallas County, Texas; Edna Mae Smith, joined by Elza Smith my husband, of Tarrant County, Texas; Leatha Schoonover, joined by Carroll Schoonover my husband, of Sublette County, Wyoming; Frankie Wilson, joined by Byrd Wilson my husband, of Collin County, Texas; for and in consideration of the sum of Ten Thousand Dollars ($10,000.00) and other good and valuable consideration to us cash in hand paid by H. T. Manning, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said H. T. Manning, of Dallas County, Texas, all that certain tract and parcel of land situated in Denton and Collin Counties, in the State of Texas, to wit:

All of the Charles L. Smith Survey, Abstract No. 1185, Patented by the State of Texas to Charles L. Smith by Patent dated February 1, 1864, Patent No. 405, Volume 3, described as follows:

BEGINNING at an iron pin driven in the ground, the S. E. corner of said Smith Survey;

THENCE West 1546 varas an iron driven in the ground the S. W. corner of said Smith Survey;

THENCE north 1/4 West 1184 varas passing the N. E. corner of the W. E. Bates 320 acre survey a stake; the N. W. corner of said Smith survey;

THENCE S. 89 3/4 East 1570 varas to a stake the N. E. corner of said Smith Survey;

THENCE S. 3/4 West 1180 varas to the Place of Beginning, as surveyed by W. H. Pierce County Surveyor of Denton County, Texas, on April 17th, 1913; EXCEPTING AND RESERVING from the above described tract, the following:

BEGINNING one chains East of the County line and 19 chains and 26 feet S. of the N. line of said Survey;

THENCE East 1 chain and 20 feet; [illegible]

THENCE N. 1 chain a stake;

THENCE W. 1 chain and 20 feet a stake; THENCE S. 1 chain to the PLACE OF BEGINNING,

and being the same land conveyed to D. E. Wood by Chas. L. Smith by Deed dated May 2, 1913, and shown of record in Volume 129, page 173, Deed Records of Denton County, Texas, and in Volume 200, page 614, Deed Records of Collin County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said H. T. Manning, his heirs and assigns forever, and we do hereby bind ourselves and our heirs, executors and administrators to Warrant and Forever Defend all and singular the said premises unto the said H. T. Manning, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands this 11th day of November, 1950.

Raymond Wood	Mrs. Emma E. Wood, a widow
Merlyn Wood.	Mrs. Romia Gunstream
Edna Mae Smith	Willie Wood
Elza Smith	Elmer E. Wood
Leatha Schoonover	Bessie Wood
Carroll Schoonover	Jeanette Rohde
Frankie Wilson	George Rohde
Byrd Wilson	

#37.95 Fed. Rev. Attach. and Canc.

STATE OF TEXAS }
COUNTY OF COLLIN } BEFORE ME, the undersigned authority, on this day personally appeared Mrs Emma E. Wood, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24th day of November, A. D. 1950.

Betty Keyes, Notary Public in and for
Seal Collin County, Texas.

STATE OF TEXAS }
COUNTY OF COLLIN } BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Romia Gunstream, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24th day of November, A. D. 1950.

Jack D. Fisher, Notary Public in and for
Seal Collin County, Texas.

STATE OF TEXAS }
COUNTY OF DALLAS } BEFORE ME, the undersigned authority, on this day personally appeared Willie Wood a single man known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 15th day of November, A. D. 1950.

G. E. McLelland, Notary Public in and for
Seal Dallas County, Texas

STATE OF TEXAS }
COUNTY OF DALLAS } BEFORE ME, the undersigned authority, on this day personally appeared Elmer E. Wood and wife Bessie Wood, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Bessie Wood, wife of said Elmer E. Wood, having been examined by me privily and apart from her husband, and having the same fully explained

to her, she, the said Bessie Wood, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 15 day of November, A. D. 1950.

Lucile Garison, Notary Public in and

Seal for Dallas County, Texas

STATE OF TEXAS]

COUNTY OF DALLAS] BEFORE ME, the undersigned authority, on this day personally appeared George Rohde and wife Jeanette Rohde, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Jeanette Rohde, wife of said George Rohde, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Jeanette Rohde, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 15th day of November, A. D. 1950.

Althea Humphreys, Notary Public in and

Seal for Dallas County, Texas

THE STATE OF TEXAS]

COUNTY OF DALLAS] BEFORE ME, the undersigned authority, on this day personally appeared Raymond Wood, and wife Merlyn Wood, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Merlyn Wood, wife of said Raymond Wood, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Merlyn Wood, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 15th day of November, A. D. 1950.

Grace A. Willis, Notary Public in and

Seal for Dallas County, Texas

THE STATE OF TEXAS]

COUNTY OF TARRANT] BEFORE ME, the undersigned authority, on this day personally appeared Elza Smith and wife Edna Mae Smith, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Edna Mae Smith, wife of said Elza Smith, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Edna Mae Smith, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 16 day of November, A. D. 1950.

U. K. Kenney, Notary Public in and

Seal for Tarrant County, Texas

THE STATE OF WYOMING]

COUNTY OF SUBLETTE] BEFORE ME, the undersigned authority, on this day personally appeared Carroll Schoonover, and wife Leatha Schoonover, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Leatha Schoonover, wife of said Carroll Schoonover, having been examined by me privily and apart from her husband, and having

the same fully explained to her, she, the said Leatha Schoonover, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 20 day of November, A. D. 1950.

Seal — Paul Ziegler, Notary Public,

Commission expires 1/23/51 — Sublette County, Wyoming.

THE STATE OF TEXAS }

COUNTY OF COLLIN } BEFORE ME, the undersigned authority, on this day personally appeared Byrd Wilson and wife Frankie Wilson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for thepurpose and consideration therein expressed; and the said Frankie Wilson, wife of said Byrd Wilson, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Frankie Wilson, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 22nd day of November, A. D. 1950.

Jack D. Fisher, Notary Public in and for

Seal — Collin County, Texas

Filed in Collin County, Texas Dec. 2, 1950, G. W. Henderson, Clerk County Court.

FILED FOR RECORD: Aug. 23rd 1951 at 2:10 P M

RECORDED: Oct. 16th 1951 at 1:45 P M

A,J. Barnett, Clerk County Court

Denton County Texas

Exhibit "A-2"
Description of Property
(3 pages attached)

#4227-WARRANTY DEED

THE STATE OF TEXAS]
COUNTY OF COLLIN] KNOW ALL MEN BY THESE PRESENTS:

That I, T. E. Roach, joined by my wife, Irine Roach, and Myrtle A. Roach, a widow, of the County of Collin, State of Texas, for and in consideration of the sum of One Thousand ($1,000.00) Dollars cash, and other good and valuable consideration, to us in hand paid by H. T. Manning, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said H. T. Manning, of the County of Dallas, State of Texas, all those certain lots, tracts and parcels of land situated in the Counties of Collin and Denton, State of Texas, and described as follows:

FIRST TRACT: In Collin County, Texas, and embracing 217.82 acres, more or less, of Collin County School Land, Survey No. 10, Patent No. 45, Volume 16, Abstract No. 148, and being more particularly described as follows:

BEGINNING at a stake in the South line of the Chas. L. Smith Survey, and in the West line of Collin County, and the East line of Denton County, and being the Northwest corner of Lot No. 13, in the Subdivision of Block No. 10 of Collin County School Lands;

THENCE South 3/4 degree West with said West line of Collin County and Lot No. 13, 36 chains to a bois d'arc stake in the North boundary line of Thos. Cassidy Survey;

THENCE South 89¼ degrees East at 9 chains pass Wm. Rogers Northwest corner at 33.33 chains pass Southwest corner of Lot No. 12, of said Subdivision of Collin County School Lands at 49.03 chains pass Southwest corner of Lot No. 17, of said subdivision and continuing in the same direction in all 90.03 chains to Southeast corner of Lot No. 17, and Southwest corner of Lot No. 10 of said subdivision;

THENCE North with the west line of Lot No. 10 and the East line of Lot No. 17 of said

subdivision 20 chains to the Southeast corner of Lot No. 11;

THENCE North 89½ degrees west pass Northwest corner of Lot No. 17 at 40 chains, pass stake in West line of Lot No. 12 at 55.7 chains in all 64.42 chains to a stake in the Southwest corner of 40 acres conveyed to Laura Hutton by W. L. Rogers by deed recorded in Volume 88, at Page 39, Deed Records of Collin County, Texas.

THENCE North with the West line of said Hutton land 16 chains to a stake in the South line of the Chas. L. Smith Survey and the North line of Lot No. 13;

THENCE North 89½ degrees West with said line 24.61 chains to the place of beginning, containing 217.82 acres of land, more or less; and being all of Lots 12, 13 and 17 of said subdivision of Collin County School Lands, except the 40 acres conveyed to Laura Hutton in above described deed.

SECOND TRACT: In Denton County, Texas, and embracing 36.95 acres of land, more or less, and being out of the Clayton Rogers Survey, Patent No. 317, Volume 2, Abstract No. 1130, and being more particularly described as follows:

BEGINNING at a rock marked "TB", the Southwest corner of a survey in the name of W. E. Bates in the North line of a survey in the name of Thos. Cassidy;

THENCE North 870 varas to the most Southerly Northeast corner of said Bates Survey in the South boundary line of a survey made for Chas. L. Smith;

THENCE East 244-2/3 varas with said Smith's South boundary line to the East line of Denton County and the West boundary line of Collin County;

THENCE South 38 minutes West 870 varas with County line to the North boundary line of said Cassidy Survey;

THENCE West 235 yards to the place of beginning, containing 36.95 acres of land, more or less, and being the identical property conveyed to D. M. Morton, et ux, by National Life Insurance Company by deed referred to above. Said deed being recorded in Volume No. 289, Page 528, Deed Records of Denton County, Texas,

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said H. T. Manning, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said H. T. Manning, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands, this the 28 day of February, A. D. 1951.

T. E. Roach

Irine Roach

$35.20 Fed. Rev. Attach. and Canc. Myrtle A. Roach

THE STATE OF TEXAS }

COUNTY OF COLLIN } BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared T. E. Roach and Irine Roach, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Irine Roach, wife of the said T. E. Roach, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Irine Roach acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 28 day of February, A. D. 1951.

Seal

Mrs. T. B. Lane, Notary Public
Collin County, Texas.

THE STATE OF TEXAS }
COUNTY OF COLLIN } BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myrtle A. Roach, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 28 day of February 1951.

Mrs. T. B. Lane, Notary Public,
Collin County, Texas

Seal

Filed in Collin County, Texas, March 10, 1951, G. W. Henderson, County Clerk

FILED FOR RECORD: Aug. 23rd 1951 at 2:10 P M

RECORDED: Oct. 16th 1951 at 11:30 A M

A. J. Barnett, Clerk County Court
Denton County Texas

Exhibit "A-3"
Description of Property
(2 pages attached)

#1682-WARRANTY DEED

THE STATE OF TEXAS I

COUNTY OF DENTON I KNOW ALL MEN BY THESE PRESENTS:

That we, Bill Tiner and wife Betty Tiner, and Ivory B. Tiner, of the County of Denton, State of Texas, for and in consideration of the sum of One Thousand Dollars and other good and valuable consideration to us in hand paid by H. T. Manning, the receipt of which is hereby acknowledged, and the assumption by the said H. T. Manning of the unpaid balance of $5700. and accrued interest thereon from January 1, 1951 of a certain deed of trust note signed by Grantors in the principal sum of $6,000, of date April 16, 1950, and payable to the order of American United Life Insurance Company and secured by a deed of trust given by Grantors to A. Helbing, Jr., Trustee, of date April 16, 1950, and of record in the Deed of Trust Records of Denton County, Texas, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said H. T. Manning of the County of Dallas, State of Texas,

All that certain tract or parcel of land situated in Denton County, Texas, and being a part of the Wm. E. Bates Pre-emption survey, Patent No. 1057, Vol. 15, Abstract No. 90, described as follows:

BEGINNING at the SW corner of said Wm. E. Bates Survey, it being the NW corner of the James Masters survey;

THENCE East 950.4 vrs to N E corner of said Masters survey, in all 1444 vrs to a rock for corner;

THENCE North 320 vrs to a rock in a ravine on the E line of said Bates survey and the Se corner of Subdivision #6;

THENCE with the division line between subdivision #5 & #6 N. 76 W. 1190 vrs a corner on hillside;

THENCE North 332-1/2 vrs to a corner on N line of said Wm. E. Bates survey;

THENCE West 275 vrs to a corner;

THENCE South 950 vrs to the place of beginning, containing 143.5 acres of land, more or less, and known as Subdivision #5, of said Wm. E. Bates survey.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said H. T. Manning, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend all and singular the said premises unto the said H. T. Manning, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof. Grantee assumes and agrees to pay the taxes for the year 1951.

Witness our hands at------, Texas this 23rd day of February A. D. 1951.

Ivory B. Tiner

Bill Tiner

$13.75 Fed. Rev. Attach. and Canc. Betty Tiner

THE STATE OF TEXAS }

COUNTY OF DALLAS } BEFORE ME, the undersigned authority, on this day personally appeared Ivory B. Tiner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 15th day of March A. D. 1951.

Gordon E. Reed, Notary Public in and for

Seal Dallas County, Texas

THE STATE OF TEXAS }

COUNTY OF COLLIN } BEFORE ME, the undersigned authority, on this day personally appeared Bill Tiner and wife, Betty Tiner, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Betty Tiner, wife of said Bill Tiner, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Betty Tiner, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the----day of February A. D. 1951.

Jack D. Fisher, Notary Public in and for

Seal Collin County, Texas

FILED FOR RECORD: April 11th 1951 at 12:55 PM

RECORDED: May 23rd 1951 at 11:45 A M

A. J. Barnett, Clerk County Court

Denton County Texas

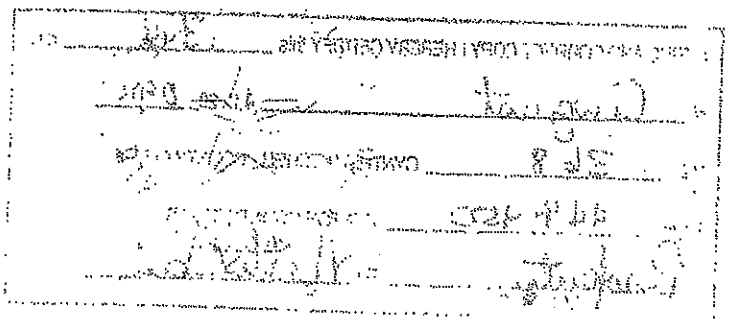


Exhibit "A-4"
Description of Property
(2 pages attached)

#792-WARRANTY DEED

THE STATE OF TEXAS }
COUNTY OF DENTON } That I, Elizabeth Smith Fooshee, a widow, of Denton County, Texas, acting for myself and as Independent Executrix of the will of my deceased husband, Samuel Jefferson Fooshee, for and in consideration of the sum of One Thousand ($1000.00) Dollars, and other good and valuable consideration, to me cash in hand paid by H. T. Manning, the receipt of which is hereby acknowledged, and subject to the reservation hereof, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said H. T. Manning of the County of Dallas, State of Texas, All that certain tract or parcel of land located in Denton County, Texas, and described as follows, to-wit:

All that certain lot, tract or parcel of land lying and being situated in the County of Denton, State of Texas, and being out of the W. E. Bates survey, Abstract No. 90, and being more particularly described as follows:

BEGINNING at a stake for corner in the East Boundary line of the W. E. Bates Survey, 320 varas (888.89 feet) North of the Southeast corner of said Bates survey;

THENCE North with the East Boundary line of said survey and with a public road, 1527.8 feet to a corner; said corner being the most Easterly Northeast corner of said survey;

THENCE West with the North boundary line of said survey 622.2 feet to an inner ell corner of said Bates Survey;

THENCE North with the East boundary line of said Survey, 2444.4 feet to the most Northerly Northeast corner of said survey;

THENCE West with the North boundary line of said Survey, 1566.7 feet to the most Northerly Northwest corner of said Bates Survey;

THENCE South with the West boundary line of said Survey, 2222.2 feet to an inner ell corner of said survey;

THENCE West with the North boundary line of said Survey, 1055.6 feet to a stake for corner;

THENCE South with fence, 945.0 feet to a corner;

THENCE South 75 Degrees and 39 Minutes East with fence, 3305.0 feet to the place of beginning, containing 177.16 acres of land, more or less; being the same land conveyed to Mrs. Elizabeth Fooshee by deed from the Executors of the estate of Margaret A. Smith deceased, of date, May 29, 1944, of record in Volume 306, page 528, of the Deed Records of Denton County, Texas, surveyed by R. T. May, Jn., County Surveyor of Denton County.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said H. T. Manning, his heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to Warrant and Forever Defend, all and singular thesaid premisesunto the said H. T. Manning, his heirs, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly understood and agreed that Mrs. Elizabeth Smith Fooshee reserves and excepts herefrom for herself and her heirs, executors and assigns, a non-participating

royalty interest of 1/32 of all the oil, gas, casinghead gas and other gaseous substances and other minerals in, under and that may be produced, saved and sold from said land; the same to be delivered to said Mrs. Elizabeth Smith Fooshee, her heirs, executors or assigns or to her or their credit in the tanks or pipe lines or otherwise on said land free and clear of all expenses of development and operation in the event any of such minerals shall be produced from said land by Grantee, his heirs, executors or assigns.

Witness my hand this the 7th day of February 1951.

Elizabeth Smith Fooshee
Individually and as Independent
Executrix of the will of Samuel
Jefferson Fooshee, deceased

$19.80 Fed. Rev. Attach. and Canc.

THE STATE OF TEXAS }
COUNTY OF COLLIN } BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Elizabeth Smith Fooshee, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 7th day of February, 1951.

Betty Keyes, Notary Public,
Collin County, Texas

Seal

FILED FOR RECORD: Feb. 26, 1951 at 9:25 A M
RECORDED: April 11, 1951 at 3:40 P M

A. J. Barnett, Clerk County Court
Denton County Texas.

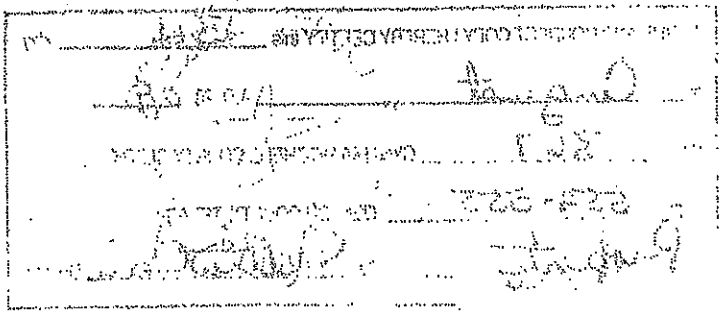


Exhibit "A-5"
Description of Property
(2 pages attached)

#8031 WARRANTY DEED:

THE STATE OF TEXAS |

COUNTY OF DENTON | KNOW ALL MEN BY THESE PRESENTS:

THAT, Southwestern Life Insurance Company, a Corporation duly incorporated under the Laws of the State of Texas, with its principal office in the City of Dallas, Dallas County, Texas, acting herein by and through C.F. O'Donnell, its President, duly authorized so to act by a resolution adopted by the Board of Directors of said Corporation, reading:

"BE IT RESOLVED: That the President of the Company (or any Vice-President when authorized by resolution of the Executive Committee) be, and he is empowered and authorized to sell any real property now or at any time hereafter owned by the Company (other than the home office building property and the property located immediately adjacent thereto) at such price or prices and upon such terms as he may determine, and he is authorized to execute Deeds conveying any property so sold." for and in consideration of the sum of SIX THOUSAND AND 00/100 DOLLARS, to it paid, and OK H secured to be paid, by Bert Fields as follows:

$1,000.00 cash to it in hand paid, the receipt of which is hereby acknowledged; and

$5,000.00 represented by the execution and delivery by the said Bert Fields of his one certain note for that amount, of even date herewith, payable to Southwestern Life Insurance Company in five installments for the sum of $1,000.00 each, due one each April 1st of the years 1944 to 1948, both inclusive; said note to bear interest from April 15, 1943, until maturity at the rate of four per centum per annum, payable annually as it accrues on the first day of April; said past due principal and interest to bear interest from maturity at the rate of ten per centum per annum, and providing for the usual ten per centum attorney's fees if place in the hands of an attorney for collection or if collected in any court, and being further secured by deed of trust of even date herewith to C.F. O'Donnell, Trustee, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said Bert Fields of the County of Dallas State of Texas all that certain lot, tract or parcel of land, lying and being situated in the County of Denton, State of Texas, to-wit:

BEING 153.3 acres of land, more or less, situated about 6-1/2 miles N.W. from the town of Frisco, Texas, being out of the M.E.P. & P.R.R. Company, 554.5 acre Survey, the J.T. Landrum 160 acre Survey, and the J.R. Hogue 185 acre Survey, more particularly described by metes and bounds as follows:

BEGINNING at a stake 8.25 vrs. West of the most Northern N.W. corner of a 320 acre Survey in the name of W.E. Bates;

THENCE East 8.25 vrs. passes said Bates corner at 571.32 vrs. to a rock, the said W.E. Bates most Northern N.E. corner, the West Boundary line of a survey in the name of C.L. Smith;

THENCE North 312.84 vrs. to a rock, the N.W. corner of said C.L. Smith Survey on the South boundary line of a 185 acre tract in the name of J.R. Hogue;

THENCE East 182.52 vrs. to a rock, the S.E. corner of Lot 5 in the subdivision of said Hogue Survey between the Collins Heirs;

THENCE North 713.88 vrs. to a rock, the North boundary line of said Hogue Survey;

THENCE West 592.04 vrs. the N.W. corner of said Hogue Survey on the East line of the J.T. Landrum Survey;

THENCE North 421.20 vrs. to a large rock, the N.E. corner of said Landrum Survey;

THENCE West 361.80 vrs. to a stake on the North boundary line of said Landrum Survey;

THENCE South 1447.92 vrs. to the place of beginning; containing 153.3 acres of land, more or less; SAVE AND EXCEPT a plot of ground 7.12 vrs. x 10.69 vrs. containing .0135 acres of land, more or less, out of the West portion of the 153.3 acres set apart to Nannie H. Landrum, now Nannie H. Wray, in the partition among the heirs of J.T. Landrum, Deceased, as shown by Partition

Deed dated October 11, 1890, of record in Vol. 41, page 487, Deed Records of Denton County, Texas, said plot of ground being known as Landrum's family grave yard; however, the reversionary interest owned by grantor in said grave yard is also hereby conveyed.

BEING the same land described in dead from Nannie H. Wray et vir to Southwestern Life Insurance Company, dated February 9, 1935, of record in Vol. 250, page 527, Deed Records of Denton County, Texas, except said grave yard, It is understood and agreed that the property hereby conveyed is under rental contract entered into between Southwestern Life Insurance Company, Lessor, and E. D. Thomas and E. [illegible] Coubert Hasberg, dated November 1, 1942, expiring on December 31, 1943, and the property is conveyed subject to said rental contract and grantee accepts this conveyance subject to said rental contract, any and all easements and rights of ways; and the vendor. It is understood and agreed that the herein described property is sold and accepted as a tract and not by acreage and the warranty herein contained shall in no manner cover any deficiency in area or any easement or right of ways, and the warranty herein contained shall in no manner cover any deficiency in area or any easement or right of way, if any, now of the said land or premises subject; anything herein contained to the contrary notwithstanding.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Bert Fields, his heirs and assigns forever; and it does hereby bind itself and its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto the said Bert Fields, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

BUT it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

IN TESTIMONY WHEREOF, the Southwestern Life Insurance Company has caused this instrument to be executed by its proper Officers, this the 30th day of March A.D. 1943.

$6.60 FED. REV. ATTACH. & CANC. SOUTHWESTERN LIFE INSURANCE COMPANY,

ATTEST: Corp. Seal. BY: C.F. O'Donnell, President.

A.D. Harder, Assistant Secretary.

THE STATE OF TEXAS }

COUNTY OF DALLAS } BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C.F. O'DONNEL , President of the Southwestern Life Insurance Company known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Company and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of April A.D. 1943.

Henry T. Abbott,

seal Notary Public, Dallas County, Texas.

FILED FOR RECORD: APRIL 17, 1943 at 12:00 P.M.

RECORDED: APRIL 22, 1943 at 3:30 P.M.

Gladys Nash

Mrs. Florence McLeod

Clerk County Court

Denton County, Texas

By A.L. Gentle, Deputy.

Exhibit "A-6"
Description of Property
(4 pages attached)

#7981-WARRANTY DEED

THE STATE OF TEXAS }

COUNTY OF DENTON } KNOW ALL MEN BY THESE PRESENTS:

That we, Chas. Hansford Ray and wife Maude L. Ray, John Campbell Ray and wife Mildred Ray, Oud Henderson Ray and wife Emma Ray, and Ruth Ellegne Ray a feme sole, of the County of Collin and State of Texas, for and in consideration of the sum of Forty Two Thousand Nine Hundred Sixteen & 66/100 ($42,916.66) Dollars, to us in hand paid by Bert Fields of the County of Dallas and State of Texas, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said Bert Fields, an undivided five-sixths (5/6ths) interest in and to the following described land, situated in Denton County, in the State of Texas, to-wit:

Out of and portions of the L. Netherly Survey, Abstract No. 982, the C. Jackson Survey, Abstract No. 665, the J. W. Landrum Survey Abstract No. 764, the R. H. Bates Survey Abstract No. 68 and the M. K. P. & P. R. R. Company Survey Abstract No. 941, more particularly described as follows:

BEGINNING at a stake in center of road running north and south and in center of road running east from which stake an iron pipe bears east 10 vrs and south 11 vrs, said beginning corner being at the northwest corner of the C. Jackson Survey and the northwest corner of an 81.5 acre tract described in a deed from John W. Landrum to John B. Ray and Mary E. Ray, dated December 16, 1884 and recorded in Vol. 43, page 290 of the Deed Records of Denton County, Texas;

THENCE south 3/4 degree west at 705.6 vrs an iron pipe in road from which pipe the east side of large fence corner post bears west 5.2 vrs, continuing south 3/4 degree west in all 1446.9 vrs to an iron pipe at tall fence post in the west line of the R. H. Bates Survey;

THENCE South 1/2 degree west at 137.1 vrs an iron pipe under fence, continuing south 1/2

degree west in all 994.2 vrs to an iron pipe at fence corner post the most northerly northeast corner of a 45.23-acre tract described in a deed from J. D. Bates and wife to John B. Ray, dated April 16, 1900 and recorded in Vol. 99, page 198 of the Deed Records of Denton County, Texas;

THENCE westerly with the north line of said 45.23 acre tract as follows, North 89 degrees west 500 vrs; North 89½ degrees west 340 vrs to a stake in road at the northwest corner of said 45.23 acre tract, from which stake an iron pipe bears east 7 vrs;

THENCE south 1/4 degree west 285 vrs to a stake at southwest corner of said 45.23 acre tract, from which stake an iron pipe bears east 7 vrs;

THENCE easterly with the south line of said 45.23 acre tract as follows: south 89½ degrees east 450 vrs; south 89½ degrees east 390 vrs a stake from which an iron pipe bears north 7 vrs; South 72-3/4 degrees east 162 vrs to a stake at southeast corner of said 45.23 acre tract from which stake an iron pipe bears east 7 vrs, said stake being in one of the west lines of a 153.8 acre tract described as Lot No. 4 allotted to Mrs. M. E. Ray in a partition deed recorded in Vol. 41, page 457 of the Deed Records of Denton County, Texas;

THENCE south 18½ degrees east 526/8 vrs to a stake in road atoroad turn from which stake an iron pipe bears south 7 vrs; said stake being at the most southerly southwest corner of the 153.8 acre tract referred to as Lot No. 4 above;

THENCE South 88½ degrees east 337.68 vrs to stake in road from which stake an iron pipe bears north 7 vrs; said stake being at an inner corner of a 109.56 acre tract described in a deed from A. B. Jamison and wife to J. B. Ray, recorded in Vol. 82, page 360 of the Deed Records of Denton County, Texas;

THENCE south 24 vrs to an iron pipe at the most southerly southwest corner of the 109.56 acre tract above deferred to;

THENCE south 89½ degrees east 650.85 vrs to stake in road from which an iron pipe bears north 7 vrs;

THENCE North 3/4 degree east at 1300 vrs an iron pipe in east line of a 195.8 acre tract described in a deed from E. D. Fox and wife to J. B. Ray of record in Vol. 117, page 312 of the Deed Records of Denton County, Texas, and continuing north 3/4 degree east in all 2247.4 vrs to an iron pipe at burned fence corner post, the northeast corner of said 195.8 acre tract in the south line of 138.5 acre tract described in a deed from D. C. Combest and wife to J. B. Ray of record in Vol. 80, page 500 of the Deed Records of Denton County, Texas;

THENCE south 89½ degrees east following the established fence line 364.1 vrs to iron pipe under fence, the southeast corner of the 138.5 acre tract above referred to;

THENCE north following established fence line 818.8 vrs to stake in center of road at northeast corner of said 138.5 acre tract, from which stake an iron pipe bears south 7.15 vrs;

THENCE north 89-3/4 degrees west with the center of road 959 vrs to an iron pipe at northwest corner of the 138.5 acre tract above mentioned, and in the east line of the 81.5 acre tract hereinabove mentioned;

THENCE north 1-1/4 degrees east 947.3 vrs to a stake in road at road turn from which stake an iron pipe bears south 10 vrs and west 10 vrs;

THENCE west 721.4 vrs with center of road to the place of beginning; and containing 816.4 acres of land more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Bert Fields, his heirs and assigns forever; and we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular the said premises unto the said Bert Fields, his heirs and assigns against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness our hands, this the 27th day of March, 1943.

Chas. Hansford Ray
Maude L. Ray
Ruth Eileene Ray
John Campbell Ray
Mildred Ray
Cud Henderson Ray
Emma Ray

$47.30 Fed. Rev. Attach. and Canc.

THE STATE OF TEXAS }
COUNTY OF COLLIN } BEFORE ME, a Notary Public in and for the State and County aforesaid, on this day personally appeared Chas. Hansford Ray and Maude L. Ray his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Maude L. Ray wife of the said Chas. Hansford Ray having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Maude L. Ray acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 27th day of March, 1943.

Luther Truett
Notary Public Collin County, Texas.

Seal

THE STATE OF TEXAS }
COUNTY OF COLLIN } BEFORE ME, the undersigned authority a Notary Public in and for the State and County aforesaid, on this day personally appeared John Campbell Ray and Mildred Ray his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Mildred Ray wife of the said John Campbell Ray having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Mildred Ray acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 27th day of March 1943.

R. C. Roberts
Notary Public in and for
Collin County, Texas.

Seal

THE STATE OF TEXAS }
COUNTY OF COLLIN } BEFORE ME, the undersigned authority a Notary Public in and for the State and County aforesaid, on this day personally appeared Cud Henderson Ray and Emma Ray his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Emma Ray wife of the said Cud Henderson Ray, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Emma Ray acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this the 27th day of March, 1943.

R. C. Roberts
Notary Public in and for
Collin County, Texas.

Seal

342

THE STATE OF TEXAS I
COUNTY OF COLLIN I BEFORE ME, the undersigned authority, a Notary Public in and for Collin County, Texas, on this day personally appeared Ruth Elleane Ray, a feme sole, known to me tobe the person whose name is subscribed to the foregoing instrument, and acknowledged to me thatshe executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 27th day of March, 1943.

Luther Truett
Notary Public in and for
Collin County, Texas.

Seal

FILED FOR RECORD: April 6th 1943 at 10:50 A M
RECORDED: April 10th 1943 at 10:40 A M

Mrs. Florence McLeod
Clerk County Court
Denton County Texas

Exhibit "A-7"
Description of Property
(2 pages attached)

VOL 523 PAGE 684

SPECIAL WARRANTY DEED

5009

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

THAT I, H. T. Manning, Trustee, of Dallas County, Texas, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, to me in hand paid by Bert Fields, Jr., the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the said Bert Fields, Jr., of Dallas County, Texas, all that certain tract or parcel of land lying and being situated in Denton County, Texas, described as follows, to wit:

Being a resurvey of a 200 acre tract of land described in a decree of the District Court, Passumpsic Savings Bank vs. Fred Beauchamp, et al, Cause No. 13809, November 3, 1933, shown in Volume DD, Page 403, District Court Records of Denton County, Texas.

Being part of the M.E.P. & P.R.R. Company Survey, A-941, part of the W. H. Bates Survey, A-83, and part of the M.E.P. & P.R.R. Company Survey, A-921.

BEGINNING at the most Westerly Southwest corner of the said 200 acre tract at a stake in the middle of a public road;

THENCE in a Northerly direction with fence line as follows: North 56.10 chains; North 1 degree East 8.34 chains to a stake in the middle of an old road;

THENCE in a Southeasterly direction with said road as follows: South 74-1/2 degrees East 6.50 chains; South 19-1/4 degrees East 22.21 chains to a stake at road turn;

THENCE in an Easterly direction with said road, as follows: South 88-1/2 degrees East 4.31 chains, East 9.85 chains;

THENCE in a Southerly direction with fence line as follows: South 1/2 degrees East 8.68 chains; South 3/4 degree West 10.43 chains; South 22.51 chains;

THENCE South 1/4 degree West 26.33 chains to a stake at the Southeast corner of the said 200 acre tract;

THENCE North 89-1/2 degrees West 22.66 chains to the most Southerly Southwest corner of the said 200 acre tract;

THENCE North 1/2 degree East 26.35 chains to an inner corner of the said 200 acre tract;

THENCE South 89-3/4 degrees West 5.07 chains to the place of beginning, containing 196.82 acres of land, as surveyed by Tom B. Wilson, Licensed State Land Surveyor.

This conveyance is made subject to all liens, restrictions, easements, mineral reservations and royalty reservations of record affecting said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Bert Fields, Jr., his heirs and assigns, forever; and I do hereby bind myself, my heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the title to said property unto the said Bert Fields, Jr., his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under me, but not otherwise.

Grantee herein assumes the unpaid balance due and owing on one certain Vendor's Lien Note in the amount of $38,000.00 dated May 18, 1959, and payable to the Alyne Fields Trust. Grantee further assumes full payment of all taxes for the year 1965.

DATED this the 30 day of April, 1965, but effective as of the 13th day of September, 1964.

H. T. Manning

H. T. Manning, Trustee

THE STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared H. T. Manning, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of May, 1965.

L. McKenzie

Notary Public in and for Dallas County, Texas

LEE McKENZIE, Notary Public
Dallas County, Texas

-2-

FILED FOR RECORD: 2 day of June A.D. 1965 at 12:40 o'clock PM
RECORDED: 8 day of June A.D. 1965 at 12:55 o'clock PM
BY Florence Ezell Deputy

Theta Parker, Clerk County Court, Denton County, Texas

Exhibit "A-8"
Description of Property
(save and except the 50 acres set forth in Exhibit "A-9")
(3 pages attached)

VOL 523 PAGE 681

SPECIAL WARRANTY DEED

5008

THE STATE OF TEXAS }
COUNTY OF DENTON } KNOW ALL MEN BY THESE PRESENTS:

THAT I, H. T. Manning, Trustee of the Bert Fields, Jr., Trust, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, to me in hand paid by Bert Fields, Jr., the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the said Bert Fields, Jr., of Dallas County, Texas, all that certain tract or parcel of land lying and being situated in Denton County, Texas, described as follows, to-wit:

FIRST TRACT: Out of the Samuel Whittenburg survey and, BEGINNING at a bois d'arc stake in center of public road at the N. W. corner of said survey in the west line of Section 10, M.E.P. & P. RY. CO. Survey on the E. B. line of the Thos. Bristow survey;

THENCE East in the center of said road and on the North line of said Whittenburg survey at 965 varas the intersection of said road with one leading north and south a rock in said road in the north line of said Whittenburg survey from which the N.W. corner of Zion Church House brs. south 4 deg. east and the center of the chimney of the Hicks house brs. south 68-1/2 deg. east;

THENCE South in the center of said road 173.12 varas to a stake in said road and at the N.W. corner of the Zion Church lot from which the N.W. corner of said church building brs. south 19 deg. East;

THENCE South 27 deg. west 100 varas to another corner of said lot;

THENCE South 6 deg. W. 240 varas to a stake in valley the S.W. corner of said church lot;

THENCE East 76 varas to a stake in the S.E. corner of said church lot;

THENCE S. 1/2 deg. east at 263 varas, Panther creek at 427 varas to a stake in the S. E. corner, of the said Whittenburg survey and the S.W. corner of the W. P. Bates survey in the center of Denton and McKinney road, and the S. E. corner of the Zion school lot;

THENCE N 89-1/2 deg. west in the center of said road and on the south line of the said Whittenburg survey passing the S. W. corner of the said school lot at 976 varas a Stake under a bridge, the S. W. corner of the said Whittenburg survey, and the S. E. corner of the Thos. Bristow survey, from which a corner post of lot fence brs. N. 25-1/2 deg. West 8-1/4 varas;

THENCE North in center of road and on the east line of the said Bristow Survey and the West line of the said Whittenburg survey at 335 varas to center of Panther creek at 919 varas the place of beginning, and being the same land described in deed from E. A. Frechet to J. H. Watson in deed recorded in Vol. 150, page 81 of Denton County Deed Records, and containing 154.64 acres of land.

SECOND TRACT: Being out of the Samuel Whittenburg survey, Abstract No. 1510; BEGINNING on the E. B. line of said survey at N.W. Corner of W. P. Bates survey;

THENCE S. 27 deg. west 100 varas;

THENCE S. 6 deg. W. 240 varas;

THENCE East 76 varas to E. B. line of said survey;

THENCE N. 3 deg W. 300 1/2 varas to place of beginning and containing 3.12 acres of land.

THIRD TRACT: All that certain tract of 83 acres of land out of a survey of 534.3 acres of land Patented to W. M. Bramlette and J. T. Berry, Assignees of the M.E.P. & P.R.R. Co. on December 21, 1876, by Patent 358, Vol. 11, Abstract 941, by virtue of Certificate 329, and described by metes and bounds as follows:

BEGINNING at the most Western Northwest corner of said M.E.P. & P.R.R. Co. Survey; on the South boundary line of the Samuel Whittenburg survey;

THENCE South 541 varas to the most Western Southwest corner of said M.E.P. & P.R.R. Co. Survey;

THENCE East 853-2/10 Varas to the Southwest corner of a 5-1/2 acre tract sold by Hawkins to Bates, by deed recorded in Vol. 38, page 397, of the Deed Records of Denton County, Texas;

THENCE North 541 varas to the Northwest corner of said 5-1/2 acre tract, on the North boundary line of said M.E.P. & P.R.R. Co. Survey;

THENCE West 853-2/10 varas to the place of beginning.

SAVE AND EXCEPT 0.39 acres of land conveyed by H. T. Manning, Trustee to the State of Texas by Quitclaim Deed dated June 15, 1960, recorded in Volume _____, Page _____, of the Deed Records of Denton County, Texas.

ALSO SAVE AND EXCEPT that 1.54 acre tract of land conveyed by H. T. Manning, Trustee to the State of Texas by Deed dated January 27, 1960, recorded in Volume _____, Page _____, of the Deed Records of Denton County, Texas.

This conveyance is made subject to all liens, restrictions, easements, mineral reservations and royalty reservations of record affecting said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Bert Fields, Jr., his heirs and assigns, forever; and I do hereby bind myself, my heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the title to said property unto the said Bert Fields, Jr., his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under me, but not otherwise.

Grantee herein assumes full payment of all taxes for the year 1965.

DATED this the 22 day of April, 1965, but effective as of the 13th day of September, 1964.

H. T. Manning, Trustee of the
Bert Fields, Jr., Trust

THE STATE OF TEXAS }
COUNTY OF DALLAS }

BEFORE ME, the undersigned authority, on this day personally appeared H. T. Manning, Trustee of the Bert Fields, Jr., Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of April, 1965.

Notary Public in and for Dallas
County, Texas LEE McKENZIE, Notary Public
Dallas County, Texas

FILED FOR RECORD: 2 day of June A.D.1965 at 2:35 o'clock PM
RECORDED: 8 day of June A.D.1965 at 2:50 o'clock PM
BY Thelma Lee Deputy Thelma Parker, Clerk County Court, Denton County, Texas

Exhibit "A-9"
Description of Property
(the property attached hereto is saved and excepted from the immediately preceding deed attached as Exhibit "A-8")
(5 pages attached)

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202

70 2005 00008199

Instrument Number: 2005-8199
As
Warranty Deed

Recorded On: January 20, 2005

Parties: FIELDS BERT JR
To

Billable Pages: 5
Number of Pages: 5

Comment:

** Examined and Charged as Follows: **

Warranty Deed	22 00
Total Recording:	**22.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law

File Information:
Document Number: 2005-8199
Receipt Number: 164772
Recorded Date/Time: January 20, 2005 01:45P
User / Station: P Sallee - Cash Station 1

Record and Return To:
CITY OF FRISCO TEXAS
6891 MAIN STREET
ATTN GEORGE PUREFOY
FRISCO TX 75034

THE STATE OF TEXAS }
COUNTY OF DENTON }
I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

County Clerk
Denton County, Texas

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ **KNOW ALL PERSON BY THESE PRESENTS:**
COUNTY OF DENTON §

As used herein, the following terms shall have the following meanings:

Date:	October 6, 2004
Grantor:	Bert Fields, Jr.
Grantor's Mailing Address (including county):	11835 Preston Road Dallas, Dallas County, Texas 75230
Grantee:	The City of Frisco, Texas
Grantee's Mailing Address (including county):	c/o Mr. George Purefoy, City Manager 6891 Main Street Frisco, Collin County, Texas 75034
Consideration:	TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged
Property:	The tract of land more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes

Grantor, for the Consideration, grants, sells, and conveys to Grantee the Property, together with all and singular rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise; subject, however, to the exceptions and encumbrances set forth on "Exhibit B" attached hereto.

When the context requires, singular nouns and pronouns include the plural

Bert Fields, Jr.

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 6th day of October, 2004, by Bert Fields, Jr..

Notary Public – State of Texas

My Commission Expires:
Jan 9 2005

ANN MARIE MATTHES
Notary Public, State of Texas
My Commission Expires
January 09, 2005

AFTER RECORDING RETURN TO:

Mr. George Purefoy, City Manager
City of Frisco, Texas
6891 Main Street
Frisco, Texas 75034

EXHIBIT A

SITUATED in the State of Texas, County of Denton, being part of the M.E.P. & P.R.R. Survey, Abstract No. 941, being the westerly 50 acres of an 83 acre "Third Tract" as described in Special Warranty Deed and recorded in Volume 523, Page 681 of the Denton County Land Records with said premises being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found marking the southwest corner of said 83 acre tract and an interior corner of a "Second Tract" 106.465 acre tract as recorded in Volume 2520, Page 1 of the Denton County Land Records;

THENCE with the west line of said 83 acre tract and an east line of said 106.465 acre tract, North 00 deg. 24 min. 02 sec. West, passing at 520.25 feet a 1/2-inch iron rod found and continuing for a total distance of 1538.91 feet to a 1/2-inch iron rod found in Panther Creek (gravel roadway) marking the northwest corner of said 83 acre tract, the northeast corner of said 106.465 acre tract and being in the south line of a "First Tract" 154.64 acre tract as recorded in Volume 523, Page 681 of the Denton County Land Records;

THENCE with Panther Creek and along the north line of said 83 acre tract and the south line of said 154.64 acre tract, North 89 deg. 38 min. 39 sec. East, 1415.90 feet to a Roome capped 1/2-inch iron rod set marking the northeast corner of the herein described premises;

THENCE departing said roadway and with the east line of said premises, South 00 deg. 21 min. 21 sec. east, passing at 41.50 feet a Roome capped 1/2-inch iron rod set for reference and continuing for a total distance of 1528.53 feet to a Roome capped 1/2-inch iron rod set marking the southeast corner of said premises in a south line of said 83 acre tract and the north line of a 219.177 acre tract as recorded in Volume 4576, Page 2060 of the Denton County Land Records;

THENCE with a south line of said 83 acre tract and the north line of said 219.177 acre tract, South 88 deg. 43 min. 49 sec. West, 1201.12 feet to a wood fence corner post found marking the northwest corner of said 219.177 acre tract and the most easterly northeast corner of the aforementioned 106.465 acre tract;

THENCE with a south line of said 83 acre tract and the north line of said 106.465 acre tract, North 88 deg. 00 min. 18 sec. West, 213.92 feet to the point of beginning and containing 50 acres of land.

EXHIBIT B

PERMITTED EXCEPTIONS AND ENCUMBRANCES

1. Any easement or other matter of record to the extent the same is validly existing and applicable to the Property.

2. Any matter which would be shown on a survey of the Property, including, without limitation, the following:

a. Any portion of the property described herein within the limits or boundaries of Panther Creek as shown on survey by F.E. Bemenderfer, Jr., RPLS No. 4051, dated May 28, 2004.

b. Overhead electric lines and power poles as shown on survey by F.E. Bemenderfer, Jr., RPLS No. 4051, dated May 28, 2004.

c. Subject to that portion of subject property lying within the boundaries of the 100 year flood plain as shown on survey by F.E. Bemenderfer, Jr., RPLS No. 4051, dated May 28, 2004.

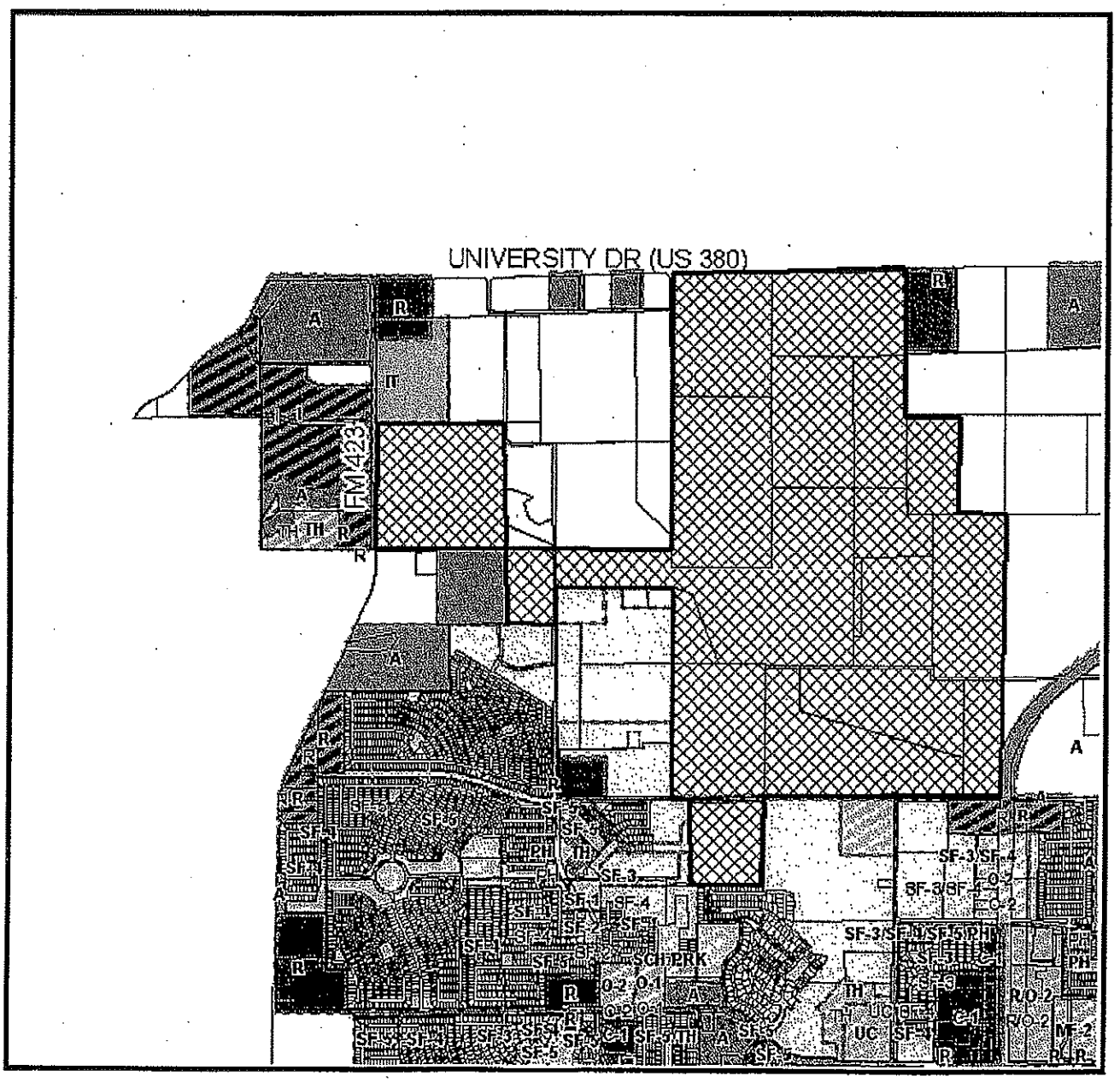
d. Rights or claims, if any of adjoining property owner(s) in and to that portion of insured property lying between the fence and the North, South, East and West property line, as shown on survey by F.E. Bemenderfer, Jr., RPLS No. 4051, dated May 28, 2004.

3. The Property is being conveyed on an "AS-IS" basis, without warranty or representation, expressed or implied, or arising by operation of law, including, but not limited to any warranty of (i) condition, habitability, merchantability or fitness for a particular purpose, (ii) concerning the nature and condition of the Property, including, without limitation, the water, soil and geology thereof, (iii) the nature, extent or existence of any right-of-way, roadbed, encumbrance, reservation, condition or otherwise, (iv) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body, or (v) any environmental condition which may exist on the Property, including, without limitation, the existence or non-existence of "Hazardous Substances," "Hazardous Materials," "Toxic Substances," or "Solid Waste" as such terms are defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976 and the Hazardous Materials Transportation Act, and state environmental laws, and in the regulations promulgated pursuant to such laws, all as amended.

3713707v1

Exhibit "B"
Depiction of Property
(1 page attached)

Bert Fields Property



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/28/2009 12:51:58 PM
$192.00 BPETERSON
20090828001083890





Exhibit "B"
Depiction of Property
(Legal Description)
(6 Pages Attached)

LEGAL DESCRIPTION
TRACT ONE
280.04 ACRES

BEING a tract of land situated in the Collin County School Land Survey, Abstract Number 148, and the B. J. Naugle Survey, Abstract Number 669, City of Frisco, Collin County, Texas, and being part of two tracts of land described in deed to Bert Fields, Jr. recorded in Volume 802, Page 526 (North and South Tracts), Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point at the northeast corner of said Bert Fields, Jr. North Tract at the intersection of the apparent centerline of County Road 24 and the west Right-of-Way line of Preston Road (State Highway 289, variable width Right-of-Way at this point);

THENCE South 00°28'12" East with the east line of said Bert Fields, Jr. North Tract and with the west Right-of-Way line of said Preston Road a distance of 2678.71 feet to a point for corner at the intersection of the apparent centerline of Panther Creek Parkway and the west Right-of-Way line of said Preston Road, said point being in the south line of said Bert Fields, Jr. South Tract;

THENCE South 89°23'40" West with the south line of said Bert Fields, Jr. South Tract and along the apparent centerline of said Panther Creek Parkway, a distance of 4897.57 feet to a point for corner in the east Right-of-Way line of Burlington Northern Santa Fe Railroad;

THENCE North 11°18'50" East with the east Right-of-Way line of said Burlington Northern Santa Fe Railroad a distance of 2690.50 feet to a point for corner in the apparent centerline of said County Road 24, said point being in the north line of said Bert Fields, Jr. North Tract;

THENCE with the north line of said Bert Fields, Jr. North Tract and along the apparent centerline of said County Road 24 the following calls:

North 89°47'15" East a distance of 2181.48 feet to a point for corner;

North 87°39'15" East a distance of 1420.80 feet to a point at the southeast corner of a tract of land described in a deed to Texas Power and Light Company recorded in Volume 475, Page 111, Deed Records, Collin, Texas;

THENCE North 00°38'20" West a distance of 22.28 feet to a point at the southwest corner of a tract of land described in a deed to Texas Power and Light Company recorded in Volume 475, Page 138, Deed Records, Collin, Texas;

THENCE North 89°43'15" East continuing with the north line of said Bert Fields, Jr. North Tract and the south line of said Texas Power and Light Company tract, and along the apparent centerline of said County Road 24, a distance of 746.67 feet to the **POINT OF BEGINNING** and containing 280.04 acres of land.

Bearing system based on the monuments found referenced to the City of Frisco, Texas State Plane Coordinate System, North Central Zone 4202.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

ANNEXATION EXHIBIT
BERT FIELDS, JR. PROPERTY
DENTON AND COLLIN COUNTIES, TEXAS

Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1600
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
	DAB	FGA	JAN 2012	068126000	1 OF 5

PLOTTED BY BROWN, DANA 12/30/2011 9:10 AM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\068126000-FIELDS\NORTH FRISCO\LDD850ACRES\DWG\FIELDS

LEGAL DESCRIPTION
TRACT TWO
545.45 ACRES

BEING a tract of land situated in the Collin County School Land Survey, Abstract Number 148, and the C. L. Smith Survey, Abstract Number 807, Collin County, Texas, and being part of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 655, Page 260, Deed Records, Collin, Texas, being part of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 653, Page 505, Deed Records, Collin, Texas, being part of two tracts of land described in a deed to Bert Fields, Jr. recorded inVolume 796, Page 526, Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for the south corner of a corner clip at the apparent intersection of the north Right-of-Way line of Panther Creek Parkway and the east Right-of-Way line of Dallas North Tollway (300 foot wide Right-of-Way at this point);

THENCE along the east Right-of-Way line of said Dallas North Tollway the following calls:
North 44°34'00" West, a distance of 56.37 feet to a point for corner;
North 00°50'03" East a distance of 6.71 feet to a point for corner at the beginning of a tangent curve to the right whose chord bears North 27°12'18" East a distance of 2411.70 feet;
In a northeasterly direction with said tangent curve to the right having a radius of 2714.79 feet, a central angle of 52°44'29", and an arc distance of 2498.99 feet to a point for corner for corner;
North 53°34'26" East a distance of 3985.67 feet to a point for corner at the beginning of a tangent curve to the left whose chord bears North 44°47'24" East a distance of 1045.76 feet;
In a northeasterly direction with said tangent curve to the left having a radius of 3424.05 feet, a central angle of 17°34'04", and an arc distance of 1049.86 feet to a point for corner for corner in the south line of a tract of land described in a deed to The Mahard 2003 Partnership, LP recorded in Volume 5670, Page 1915, Land Records, Collin, Texas;

THENCE North 89°15'20" East with the south line of said The Mahard 2003 Partnership, LP tract a distance of 1887.98 feet to a point for corner on the south line of a tract of land described in a deed to Methodist Church of Prosper recorded in Volume 514, Page 87, Deed Records, Collin, Texas, said point also being in the west Right-of-Way line of Burlington Northern Santa Fe Railroad;

THENCE South 11°18'50" West with the west Right-of-Way line of said Burlington Northern Santa Fe Railroad a distance of 5507.19 feet to a point for corner in the apparent centerline of said Panther Creek Parkway (undedicated ROW);

THENCE South 89°37'36" West along the apparent centerline of said Panther Creek Parkway, a distance of 4732.79 feet to point in the terminus of the dedicated Right-of-Way for Panther Creek Parkway;

THENCE with the terminus of the dedicated Right-of-Way for Panther Creek Parkway, North 00°01'06" West, a distance of 85.76 feet to a point for corner;

THENCE with the north line Right-of-Way line of Panther Creek Parkway, the following courses and distances to wit:
North 89°59'21" West, a distance of 628.00 feet to a point for corner;
North 86°13'02" West, a distance of 304.01 feet to a point for corner;
North 89°59'21" West, a distance of 150.10 feet to the **POINT OF BEGINNING** and containing 545.45 acres of land.

Bearing system based on the monuments found referenced to the City of Frisco, Texas State Plane Coordinate System, Zone 4202.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

ANNEXATION EXHIBIT
BERT FIELDS, JR. PROPERTY
DENTON AND COLLIN COUNTIES, TEXAS

Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
	DAB	FGA	JAN 2012	068126000	2 OF 5

PLOTTED BY BROWN, DANA 12/30/2011 9:10 AM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\068126000-FIELDS\NORTH FRISCO\LDD860ACRES\DWG\FIELDS

LEGAL DESCRIPTION
TRACT THREE
1,981.55 ACRES

BEING a tract of land situated in the Collin County School Land Survey, Abstract Number 148 in Collin County, Texas, the C. L. Smith Survey, Abstract Number 1185 in Collin and Denton Counties, Texas, the C. Rogers Survey, Abstract Number 1133, the W. Bates Survey, Abstract Number 90, the W. Bates Survey, Abstract Number 83, the M.E.P. & P. R.R. Survey, Abstract No. 941, the R. Bates Survey, Abstract Number 68, the Samuel Whittenberg Survey, Abstract Number 1510, the C. Jackson Survey, Abstract Number 665, the L. Neatherly Survey, Abstract Number 962, the L. Landrum Survey, Abstract Number 764, the J. Hogue Survey, Abstract Number 1714 in Denton County, Texas, being part of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 655, Page 260, Deed Records, Collin, Texas, being part of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 523, Page 687, Deed Records, Denton, Texas, being part of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 523, Page 681, Deed Records, Denton, Texas being part of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 653, Page 505, Deed Records, Collin, Texas, being all of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 523, Page 684, Deed Records, Denton, Texas and being more particularly described as follows:

BEGINNING at a point for corner at the apparent intersection the west Right-of-Way line of Dallas North Tollway (300 foot wide Right-of-Way at this point) and the north line of the Haun Farm tract in said deed to Bert Fields, Jr. recorded in Volume 655, Page 260, Deed Records, Collin, Texas and being in the south line of a tract of land described in deed to The Mahard 2003 Partnership, LP recorded in Volume 5670, Page 1915, Land Records, Collin, Texas and being the beginning of a curve to the right having a radius of 3124.05 feet, a central angle of 13°21'50", a chord bearing and distance of South 46°53'37" West, 727.02 feet;

THENCE along the west Right-of-Way line of said Dallas North Tollway the following courses and distances to wit:

Southwesterly, with said curve, an arc distance 728.67 feet to a point for corner;
South 53°34'33" West, a distance of 3985.51 feet to a point for the beginning of a tangent curve to the left with a radius of 3014.79 feet, a central angle of 52°44'29", and a chord bearing and distance of South 27°12'18" West, 2678.20 feet;
Southwesterly, with said curve, an arc distance of 2775.15 feet to a point for corner;
South 00°50'03" West, a distance of 157.00 feet to a point at the intersection of said west Right of Way line and the south line of said Fields tract recorded in Volume 655, Page 260, Deed Records, Collin, Texas;

THENCE with said south line and the south line of said Fields tract recorded in Volume 523, Page 687, Deed Records, Denton, Texas, South 89°59'27" West, a distance of 4732.81 feet to a point for in the east line of the Fields tract recorded in Volume 523, Page 684, Deed Records, Denton, Texas;

THENCE with said east line and the west line of a tract of land described in deed to Jim Newman and Dale Newman recorded in Document Number 2006-5361 of the Real

Property Records of Denton County, Texas and the west line of a tract of land described in deed to Darling Frisco Partners recorded in Document Number 2009-18411 of the Real Property Records of Denton County, Texas, South 00°10'29" West, a distance of 1749.88 feet to the northerly most northeast corner of Newman Village, Phase 1, an addition to the City of Frisco according to the plat thereof recorded in Cabinet Y, Page 604 of the Plat Records of Denton County, Texas;

THENCE with the north line of said Newman Village, Phase 1 and the north line of a tract of land described in deed to Centex Homes recorded in Document Number 2005-37867 of the Real Property Records of Denton County, Texas, South 89°45'54" West, a distance of 1493.51 feet to a point for the southwest corner of a tract of land described in deed to First Texas Bank recorded in Document Number 2010-92961 of the Real Property Records of Denton County, Texas;

THENCE with the east line of said First Texas Bank tract, North 00°01'27" East, a distance of 1756.23 feet to a point for corner;

THENCE with the south line of said Field tract, South 89°59'27" West, a distance of 334.60 feet;

THENCE with the west line of said Fields tract, with the east line of Lone Star High School, an addition to the City of Frisco according to the plat thereof recorded in Document Number 2009-135 of the Real Property Records of Denton County, Texas, the east line of a tract of land described in deed to the City of Frisco recorded Collin County Clerk's File Number 98-0096765 of the Real Property Records of Denton County, Texas, and the east line of a tract of land described in deed to Frisco Community Development Corporation recorded in Document Number 2007-76207 of the Real Property Records of Denton County, Texas, North 00°03'18" West, a distance of 4195.17 feet to the northeast corner of said Frisco Community Development Corporation tract

THENCE with the north line of said Frisco Community Development Corporation tract and the north line of a tract of land described in deed to Frisco Community Development Corporation recorded in Document Number 2009-124609 of the Real Property Records of Denton County, Texas, and the north line of said City of Frisco tract, South 89°07'58" West, a distance of 2333.09 feet to a point for the northeast corner of said City of Frisco tract

THENCE with the west line of said City of Frisco tract, South 00°13'02" East, a distance of 728.74 feet to a point for the northeast corner of Stafford Middle School, an addition to the City of Frisco according to the plat thereof recorded in Cabinet Y, Page 691 of the Plat Records of Denton County, Texas;

THENCE with the north line of said Stafford Middle School, South 88°27'32" West, a distance of 978.80 feet to a point for the southeast corner of a tract of land described in deed to the City of Frisco recorded in Number 2005-8199 of the Real Property Records of Denton County, Texas;

THENCE with the east line of said City of Frisco tract, North 00°36'06" West, a distance of 1529.35 feet to a point for corner;

THENCE with the north line of said City of Frisco tract, South 89°23'54" West, a distance of 1416.26 feet to a point for the northeast corner of BEC Panther Creek Substation, an addition to the City of Frisco according to the plat thereof recorded in Cabinet Y, Page 215 of the Plat Records of Denton County, Texas;

THENCE with the north line of said BEC Panther Creek Substation and the north line of a tract of land described in deed to Shiu Capital, LLC recorded in Document Number 2010-83585 of the Real Property Records of Denton County, Texas South 89°23'02" West, a distance of 1237.31 feet to a point for corner in the east Right-of-Way line of F. M. 423;

THENCE with said east Right-of-Way line, the following courses and distances to wit:

North 00°31'22" West, a distance of 310.93 feet to a point for corner;
North 07°15'23" East, a distance of 110.82 feet to a point for corner;
North 00°31'22" West, a distance of 1014.81 feet to a point for corner;
North 04°19'01" West, a distance of 75.56 feet to a point for corner;
North 00°31'22" West, a distance of 948.80 feet to a point for corner;
North 44°12'48" East, a distance of 142.07 feet to a point in the south line of a tract of land described in deed to Gary Davis recorded in Volume 779, Page 888 of the Deed Records of Denton County, Texas;

THENCE with said south line, North 89°26'33" East, a distance of 1365.95 feet to a point for the westerly most southwest corner of a tract of land described in deed to Eland Energy, Inc. recorded in Collin County Clerk's File Number 97-0032487 of the Real Property Records of Denton County, Texas,;

THENCE with the south line of said Eland Energy tract, North 89°19'46" East, a distance of 1165.71 feet to a point for corner;

THENCE with the west line of said Eland Energy tract, the following courses and distances to wit:

South 00°46'54" East, a distance of 1383.71 feet to a point for corner;
South 00°29'24" East, a distance of 790.34 feet to a point for corner;
South 01°26'09" East, a distance of 381.52 feet to a point for southerly most southwest corner of said Eland Energy tract;

THENCE with the south line of said Eland Energy tract, North 89°22'35" East, a distance of 3307.93 feet to a point for the southerly most southeast corner of said Eland Energy tract;

THENCE with the east line of said Eland Energy tract, the east line of a tract of land described in deed to Eland Energy, Inc. recorded in Collin County Clerk's File Number 98-0006864 of the Real Property Records of Denton County, Texas and the east line of a tract of land described in deed to Robert Frick recorded in Document Number 2006-62810 of the Real Property Records of Denton County, Texas, the following courses and distances to wit:

North 00°59'00" West, a distance of 2380.60 feet to a point for corner;
North 00°59'00" West, a distance of 380.80 feet to a point for corner;
North 00°44'00" West, a distance of 2058.96 feet to a point for corner;
North 00°44'00" West, a distance of 750.85 feet to a point for corner in the south Right-of-Way line of U. S. Highway 380;

THENCE with said south Right-of-Way line of U. S. Highway 380, North 88°00'33" East, a distance of 4670.08 feet to a point for the northwest corner of a tract of land described in deed to Legacy 380 Investment Partners recorded in Document Number 2004-26676 of the Real Property Records of Denton County, Texas;

THENCE leaving said south Right-of-Way line, South 01°44'33" East, a distance of 1696.54 feet to a point for the westerly most northwest corner of a tract of land described in deed to Wilpat Real Estate Partners recorded in Document Number 2004-84282 of the Real Property Records of Denton County, Texas;

THENCE with the westerly lines of said Wilpat Real Estate Partners, the following courses and distances to wit:

South 00°40'57" East, a distance of 1277.50 feet to a point for corner;
North 89°15'30" East, a distance of 1075.25 feet to a point for corner;
South 00°44'00" East, a distance of 2060.08 feet to a point for corner;
North 89°18'11" East, a distance of 3744.84 feet to a point in the west line of a tract of land described in deed to Smothermon Family Partnership recorded in Document Number 2006-97240 of the Real Property Records of Denton County, Texas;

THENCE with the west and south lines of said Smothermon Family Partnership tract, the following courses and distances to wit:

North 89°55'51" East, a distance of 68.21 feet to a point for corner;
South 00°04'09" East, a distance of 361.65 feet to a point for the southwest corner of said Smothermon Family Partnership tract;

THENCE with the south line of said Smothermon Family Partnership tract and the south line of said Mahard 2003 Partnership, LP, North 89°10'45" East, a distance of 1985.57 feet to the **POINT OF BEGINNING** and containing 1981.55 acres of land.

The 1,981.55 acre property described above is intended to be all of the property currently owned by Bert Fields, Jr. bounded by the Dallas North Tollway on the east, Panther Creek Parkway on the south, F. M. 423 on the west and U.S. Highway 380 on the north, and all of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 523, Page 684, Deed Records, Denton, Texas

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251-1516
Ph. 972-770-1300
dana.brown@kimley-horn.com



December 29, 2011
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AGENDA ITEM #25.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
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To: Honorable Mayor and City Council

From: John Webb, AICP, Zoning & Subdivision Administrator *JW*

XC: George Purefoy, City Manager
John Lettelleir, AICP, Director of Development Services

Date: May 23, 2012

Subject: Planning & Zoning Commission Site Plan and Plat Approvals

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In accordance with the Zoning and Subdivision Ordinances, the City Council may appeal the decision of the Planning & Zoning Commission regarding their action taken on any site plan or plat by submitting a written notice of appeal to Development Services. A favorable motion of four members of the City Council is required to appeal the decision of the Planning & Zoning Commission and to direct staff to submit a written notice of appeal on behalf of the City Council.

Following are the memos detailing the preliminary site plans, site plans, preliminary plats, final plats, replats, conveyance plats, and/or amended plats approved by the Planning & Zoning Commission at their May 22, 2012 meeting.

Commissioner Hamilton was absent due to an illness; Commissioner Dodson was expected to attend the meeting but was absent.

DEVELOPMENT SERVICES

CITY OF FRISCO

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May 23, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, May 22, 2012

Final Plat: Frisco Lakes by Del Webb, Village 9 (FP12-0003)
Owner (s): Pulte Homes of Texas, L.P.

Description:
89 Patio Home lots and three common area lots on 19.7± acres on the southwest corner of Stonebrook Parkway and Anthem Drive. Zoned Planned Development-185-Single Family-7/Patio Home/Two Family. Neighborhood #43. RC

Result/Action:

Approved: 4-0 (Dodson & Hamilton absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

RC/cf

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

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May 23, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, May 22, 2012

Revised Site Plan: First Baptist Church of Frisco Addition, Block A, Lot 1 (SPRP12-0005)
Owner(s): First Baptist Church of Frisco

Description:
A church and three temporary buildings on one lot on 11.5± acres on the south side Main Street, 250± feet west of Hummingbird Drive. Zoned Single Family-7 with a Specific Use Permit (S-143) for a church. Neighborhood #20. JE

Result/Action:

Approved: 4-0 (Dodson & Hamilton absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Additions and/or alterations resulting from Engineering Services' review of construction plans.

The Revised Site Plan will expire on April 23, 2014.

JE/cf

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

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May 23, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, May 22, 2012

Public Hearing - Replat: Stonewater Crossing, Block A, Lot 1 (SPRP11-0005)
Owner(s): City of Frisco

Description:
A Fire Station on one lot on 3.2± acres on north side of Stonebrook Parkway, 670± feet west of F.M. 423. Zoned Patio Home. Neighborhood #43. JE

Result/Action:

Approved: 4-0 (Dodson & Hamilton absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

JE/cf

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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May 23, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, May 22, 2012

Public Hearing - Replat: Frisco Square Lots 1R & 3, Block A (SPRP10-0009)
Owner(s): FPMC Frisco Realty Partners, LP

Description:
A medical facility, one mixed-use building and one parking garage on one lot on the northeast corner of Frisco Square Boulevard and Dallas Parkway. Zoned Planned Development-153-Mixed Use. Neighborhood #21. MW

Result/Action:

Approved: 4-0 (Dodson & Hamilton absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

MW/cf

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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DEVELOPMENT SERVICES

CITY OF FRISCO

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May 23, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, May 22, 2012

Site Plan: Islamic Center of Frisco, Block A, Lot 1 (SPFP12-0001)
Owner(s): Frisco Masjid, Inc.

Description:
A mosque on one lot on 8.2± acres on the west side of Frisco Street, 930± feet south of Eldorado Parkway. Zoned Retail & Commercial-1. Neighborhood #46. SM

Result/Action:

Approved: 4-0 (Dodson & Hamilton absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of a tree mitigation plan.
2. Staff approval of the façade plan.
3. Staff approval of the landscape plans.
4. Recordation of an off-site street easement along Frisco Street, should the applicant acquire authority from the property owner.
5. Abandonment of an Enserch Easement and removal of associated utility lines prior to construction.
6. An encroachment agreement shall be provided for improvements within the electric easements along Frisco Street, prior to construction.
7. Engineering Services' approval of a reclamation study prior to construction.
8. Engineering Services' approval of a timing study in lieu of providing detention for this site prior to construction.
9. Additions and/or alterations resulting from Engineering Services' review of the construction plans.

SM/cf

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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May 23, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, May 22, 2012

Public Hearing - Replat: Teel Village, Block A, Lot 7R (RP12-0004)
Owner(s): Frisco DQ, LLC.
Description:
A restaurant with a drive-through window on one lot on 1.1± acres on the west side of Teel Parkway, 240± feet south of Main Street. Zoned Commercial-1. Neighborhood #42. RC

Result/Action:

Approved: 4-0 (Dodson & Hamilton absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

RC/cf

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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May 23, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, May 22, 2012

Public Hearing - Replat: Custer Star Addition, Block A, Lot 1R, 3R and 9 (RP12-0001)
Owner(s): Eldorado Crossing, LLC and LCG Investment CO., LP

Description:
Three lots on 8.9± acres on the northeast corner of Eldorado Parkway and Half Hitch Trail. Zoned Retail with a Specific Use Permit (S-169) for a Big Box. Neighborhood #6. JE

Result/Action:

Approved: 4-0 (Dodson & Hamilton absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

JE/cf

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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May 23, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, May 22, 2012

Preliminary Site Plan and Conveyance Plat:
Cobb Farm West Office Addition, Block A, Lots 1-9 (PSPCP12-0004)

Owner(s): PlainsCapital Bank, Benchmark Bank, First Texoma National Bank, Bank of Texas, NA, CDDR Properties, LLC., Mullapudi Ventures, LLC., JCM Tollway Partners, LLC., Dallas City Bank, Sovereign Bank.

Description:
Nine professional office buildings on nine lots on 20.0± acres on the northwest corner of Longwood Drive and Dallas Parkway. Zoned Planned Development-158-Office-2. Neighborhood #47. RC

Result/Action:

Approved: 4-0 (Dodson & Hamilton absent)
Denied:
Tabled:

ACTION:

The items were approved as submitted.

The Preliminary Site Plan will expire on April 23, 2014.

RC/cf

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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May 23, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, May 22, 2012

Preliminary Site Plan: Eternity Community Church, Block A, Lot 1 (PSP12-0006)
Owner(s): Eternity Community Church

Description:
A church on one lot on 5.0± acres on the east side of Independence Parkway, 2,300± feet north of Eldorado Parkway. Zoned Single Family-8.5 with a Specific Use Permit (S-202) for a Church. Neighborhood #6. SM

Result/Action:

Approved: 4-0 (Dodson & Hamilton absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. City Council adoption of an Ordinance approving a Specific Use Permit (SUP12-0004) for a Church.
2. Dedication of right-of-way necessary for Independence Parkway.

SM/cf

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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May 23, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, May 22, 2012

Preliminary Site Plan: Custer Star, Block A, Lots 1 - 9 (PSP12-0002)
Owner(s): Eldorado Crossing, LLC.

Description:
A retail center on nine lots on 27.8± acres on the northwest corner of Eldorado Parkway and Custer Road. Zoned Retail with a Specific Use Permit (S-169) for a Big Box. Neighborhood #6. JE

Result/Action:

Approved: 4-0 (Dodson & Hamilton absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

JE/cf

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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DEVELOPMENT SERVICES

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May 23, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, May 22, 2012

Preliminary Plat: Independence Estates (PP12-0005)
Owner(s): First Texas Homes, Inc.

Description:
83 Single Family-7 lots and three Homeowners' Association lots on 24.1± acres on the east side of Independence Parkway, 1,600± feet north of Eldorado Parkway. Zoned Single Family-7 and Single Family-8.5 with a Specific Use Permit (S-202) for a Church. Neighborhood #6. SM

Result/Action:

Approved: 4-0 (Dodson & Hamilton absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of Landscape Plans.
2. A letter of adjacent development for the necessary improvements to provide two points of access.
3. Dedication of an off-site fire lane, access and utility easement for a second point of access by prior to final acceptance.
4. Dedication of off-site drainage easement by replat or separate instrument prior to release for construction.
5. Additions and/or alterations resulting from Engineering Services' review of construction plans.
6. City Council adoption of an Ordinance rezoning a portion of the property from Single Family-8.5 to Single Family-7 (Case Z12-0004).

The Preliminary Plat will expire on May 22, 2014.

SM/cf

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

May 23, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, May 22, 2012

Final Plat: Richwoods, Phase Four (FP12-0009)
Owner(s): Richwoods Development LLC.

Description:
42 Single Family-8.5 lots and three Common Area lots, on 18.2± acres on the west side of Richwoods Drive, north and south of Carly Lane. Zoned Planned Development-144-Single Family-8.5 with a Specific Use Permit (S-201) for Private Streets. Neighborhood #26. JE

Result/Action:

Approved: 4-0 (Dodson & Hamilton absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

JE/cf

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

AGENDA ITEM #26.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Suzanne Morgan, AICP, Planner**

Date: **5/18/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Church on one lot on 5.0± acres on the east side of Independence Parkway, 2,300± feet north of Eldorado Parkway. Zoned Single Family-8.5 with a Specific Use Permit (S-202) for a Church. Neighborhood #6. Case No. SUP12-0004**

Action Requested: City Council adoption of an Ordinance granting the Specific Use Permit for a Church.

Background Information: On May 1, 2012, the City Council held a Public Hearing and directed staff to prepare an ordinance by a vote of 4-0. Councilmembers Johnson and Nelson were absent.

The applicant has updated the site to shift the building closer to the street. The Planning & Zoning Commission approved the revised preliminary site plan on May 22, 2012. The Ordinance, Exhibit B, has been updated accordingly.

Board Review/Citizen Input: On April 10, 2012, the Planning & Zoning Commission held a public hearing and voted 6-0 to recommend approval of the request.

Alternatives: The City Council can:

- Approve the Ordinance;
- Approve the Ordinance with modifications,
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's office prepared the Ordinance.

Supporting Documents:

- City Council Outcome Memo dated May 2, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

DEVELOPMENT SERVICES

CITY OF FRISCO

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May 2, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the City Council meeting, May 1, 2012

Public Hearing -
Specific Use Permit: Eternity Community Church, Block A, Lot 1 (SUP12-0004)
Owner(s): Eternity Community Church

Description:
A request for a Specific Use Permit for a Church on one lot on 5.0± acres on the east side of Independence Parkway, 2,300± feet north of Eldorado Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Single Family-8.5 with a Specific Use Permit (S-202) for a Church. Neighborhood #6.

Result/Action:

Approved: 4-0 (Johnson & Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance.

SM/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, REPEALING ORDINANCE NO. 11-11-49 AND AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, GRANTING A SPECIFIC USE PERMIT FOR A CHURCH LOCATED ON A TRACT OF LAND CONSISTING OF 5.0 ACRES OF LAND, MORE OR LESS, SITUATED IN THE A. S. YOUNG SURVEY, ABSTRACT NUMBER 1037, IN THE CITY OF FRISCO, COLLIN COUNTY, TEXAS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND ZONING ORDINANCE NO. 11-04-09; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that City of Frisco, Texas ("Frisco") Ordinance No. 11-11-49 should be repealed in its entirety and Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, pursuant to a notice being duly posted according to law, the City Council conducted a public hearing wherein a request was made by Eternity Community Church (the "Applicant"), to allow a Specific Use Permit for a Church on a tract of land zoned Single Family-8.5 with a Specific Use Permit (S-202) for a Church; and

WHEREAS, the tract of land is situated in the A. S. Young Survey, Abstract No. 1037, in Frisco, containing 5.0 acres of land, more or less, and being more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, the City Council finds that Applicant has agreed to comply with all provisions of the ordinances of Frisco, including but not limited to Frisco's Zoning Ordinance No. 11-04-09, and has further agreed to comply with the additional restrictions set forth herein and the zoning exhibit, attached hereto as **Exhibit "B"** and incorporated herein for all purposes; and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Frisco to grant the Specific Use Permit, and that such grant will not be detrimental to the public welfare, safety or health, and that the Specific

Use Permit should be granted.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Repeal Ordinance 11-11-49. Frisco Ordinance No. 11-11-49 is hereby repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. 11-11-49 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 11-11-49 occurring before the effective date of this Ordinance.

SECTION 3: Specific Use Permit Granted. Applicant is granted a Specific Use Permit to allow a Church on the Property, which is zoned Single Family-8.5 with a Specific Use Permit (S-202) for a Church.

The Property as a whole and the boundaries are more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on Exhibit "A-1", attached hereto. Except when otherwise permitted by Section 2.05.02 of the Frisco Zoning Ordinance No. 11-04-09, the Property shall be developed in compliance with the conditions expressly stated in the zoning exhibit, attached hereto as Exhibit "B," and the architectural design represented in the façade exhibit, attached hereto as Exhibit "C," and incorporated herein for all purposes.

SECTION 4: Failure to Comply/Assignable and Transferable. Except as otherwise stated above, all terms of the Specific Use Permit shall be complied with prior to issuance of a Certificate of Occupancy. Failure to comply with any term or condition of this Ordinance and/or Frisco's Zoning Ordinance No. 11-04-09, as they exist or may be amended, will result in the Specific Use Permit being declared null and void and of no force and effect. The Specific Use

Permit is issued to the entity named above and is assignable and transferable.

SECTION 5: Specific Use Permits Regulations. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind a Specific Use Permit if:

1. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Frisco, that occurs on the Property;
2. The building, premise, or land used under a Specific Use Permit are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;
3. Violation of any provision of the terms or conditions of this Specific Use Permit;
4. Ad valorem taxes on the Property are delinquent by more than six (6) months;
5. The Specific Use Permit was obtained by fraud or deception; or
6. As otherwise permitted by law and/or Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended.

SECTION 6: Specific Use Permit Effective Date. This Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of this Specific Use Permit, the Property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 7: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of the above-referenced tract of land in some manner other than as authorized by this Ordinance or other applicable ordinances.

SECTION 8: Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or Frisco's Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance

shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 9: Savings/Repealing Clause. Frisco's Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 10: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 10: Effective Date: This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 5th day of June, 2012.

MAHER MASO, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

Dates of Publication: _____, *Frisco Enterprise*

Exhibit A
(Page 1 of 2)
SUP12-0004

LEGAL DESCRIPTION

BEING a tract of land situated in the A. S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas, and being part of a 10.000 acre tract of land conveyed to Eternity Community Church be deed recorded in Volume 5716, Page 3232, Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped iron found for corner at the northwest corner of the aforementioned 10.000 acre tract, said point being in the proposed centerline of Independence Parkway;

THENCE N89°16'18"E, with the south line of Stonelake Estates West Phase 4, an addition to the City of McKinney, as recorded in Cabinet P, Page 682, Plat Records of Collin County, Texas, a distance of 660.01 feet to a 1/2" capped iron set for corner;

THENCE S00°46'14"E, a distance of 330.00 feet to a 1/2" capped iron found for corner in the south line of the aforementioned 10.000 acre tract;

THENCE S89°16'18"W, a distance of 659.80 feet to a 1/2" capped iron found for corner in the proposed centerline of Independence Parkway;

THENCE N00°28'48"W, with the proposed centerline of Independence Park-way, a distance of 330.00 feet to the POINT OF BEGINNING and CONTAIN-ING 217,766 square feet, or 4.999 acres of land.

VICINITY MAP
NTS

NOTE: No floodplain exists on the site.

LEGAL DESCRIPTION

BEING a tract of land situated in the A. S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas, and being part of a 10.000 acre tract of land conveyed to Eternity Community Church be deed recorded in Volume 5716, Page 3232, Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped iron found for corner at the northwest corner of the aforementioned 10.000 acre tract, said point being in the proposed centerline of Independence Parkway;

THENCE N89°16'18"E, with the south line of Stonelake Estates West Phase 4, an addition to the City of McKinney, as recorded in Cabinet P, Page 682, Plat Records of Collin County, Texas, a distance of 660.01 feet to a 1/2" capped iron set for corner;

THENCE S00°46'14"E, a distance of 330.00 feet to a 1/2" capped iron found for corner in the south line of the aforementioned 10.000 acre tract;

THENCE S89°16'18"W, a distance of 659.80 feet to a 1/2" capped iron found for corner in the proposed centerline of Independence Parkway;

THENCE N00°48'28"W, with the proposed centerline of Independence Parkway, a distance of 330.00 feet to the POINT OF BEGINNING and CONTAINING 217,766 square feet, or 4.999 acres of land.

Exhibit A
Page 2 of 2

SUP12-0004

ETERNITY COMMUNITY CHURCH

BLOCK A, LOT 1

4.999 ACRES (GROSS) OUT OF
A. S. YOUNG SURVEY ~ ABST. 1037
FRISCO, COLLIN COUNTY, TEXAS

Owner
Eternity Community Church
Attn: Kenneth Diggs
PO Box 1832
McKinney, Texas 75070
Telephone 972 542-9556

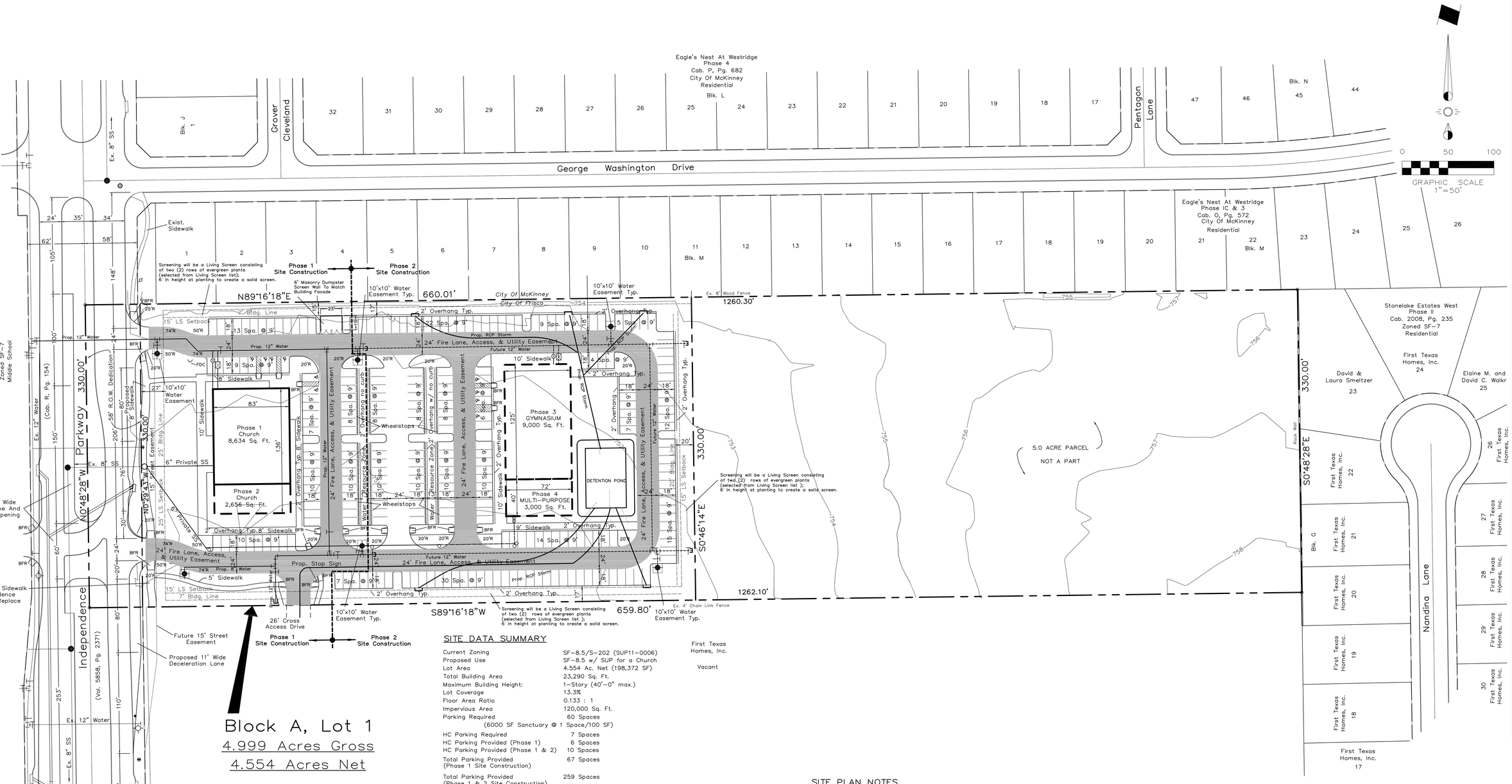
Engineer
RLK Engineering, Inc.
Attn: Seth Kelly
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

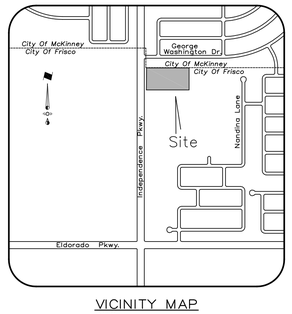
Surveyor
Surdukan Surveying, Inc.
Attn: David Surdukan
PO Box 126
Anna, Texas 75409
Telephone 972 924-8200

March 22, 2012

EXHIBIT A-1
SUP12-0004
Eternity Community Church
Block A, Lot 1







VICINITY MAP
NTS

SITE DATA SUMMARY

Current Zoning	SF-8.5/S-202 (SUP11-0006)
Proposed Use	SF-8.5 w/ SUP for a Church
Lot Area	4.554 Ac. Net (198,372 SF)
Total Building Area	23,290 Sq. Ft.
Maximum Building Height:	1-Story (40'-0" max.)
Lot Coverage	13.3%
Floor Area Ratio	0.133 : 1
Impervious Area	120,000 Sq. Ft.
Parking Required (6000 SF Sanctuary @ 1 Space/100 SF)	60 Spaces
HC Parking Required	7 Spaces
HC Parking Provided (Phase 1)	6 Spaces
HC Parking Provided (Phase 1 & 2)	10 Spaces
Total Parking Provided (Phase 1 Site Construction)	67 Spaces
Total Parking Provided (Phase 1 & 2 Site Construction)	259 Spaces
Open Space Required	13,866 Sq. Ft. (7%)
Open Space Provided	18,500 Sq. Ft. (9%)
Total Paved Parking Area	46,600 Sq. Ft.

Water Resource Landscape Area Required (5% x 46,600sf) = 2,330 Sq. Ft.
Water Resource Landscape Area Provided = 4,100 Sq. Ft.

First Texas Homes, Inc.

Vacant

LEGEND

- Proposed Building
- 757 — Existing Contour Elevation
- Existing Fire Hydrant
- Existing Sanitary Sewer Manhole
- Existing Water Line With Valve
- Existing Storm Sewer Main
- Existing Curb Inlet
- Proposed Domestic Water Meter
- Proposed Fire Detector Check Valve
- Proposed Fire Hydrant
- Proposed Water Line With Valve
- BFR — Proposed Barrier Free Ramp
- Proposed Fire Lane, Access, & Utility Easement

SITE PLAN NOTES

1. Any revision to this plan will require city approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
3. Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to Building Inspection Division approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to Building Inspection Division approval.

GENERAL NOTES

1. No floodplain exists on the site.
2. Handicap parking is provided in accordance with ADA standards.
3. All existing and proposed pavement is concrete.
4. All fire hydrant leads are 6".
5. All internal fire lane radii are 20' unless noted otherwise.
6. All parking spaces are 9' wide, and are 20' deep or 18' deep with 2' overhang.
7. All fire lane, access, & utility easements are 24' wide.
8. No trees exist on the site.
9. Connect roof drains to enclosed drainage system
10. Provide two sources of water to Phase 1 building.
11. Coordinate water connections and storm water system with property owner to the south.

Owner
Eternity Community Church
Attn: Kenneth Diggs
PO Box 1832
McKinney, Texas 75070
Telephone 972 542-9556

Engineer
RLK Engineering, Inc.
Attn: Seth Kelly
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Surveyor
Surdukan Surveying, Inc.
Attn: David Surdukan
PO Box 126
Anna, Texas 75409
Telephone 972 924-8200

Applicant
M Squared Design+Build, L.L.C.
Attn: Gary Martin
107 North Main Street
Lindale, Texas 75771
Telephone 903 881-5737

EXHIBIT B
SUP12-0004

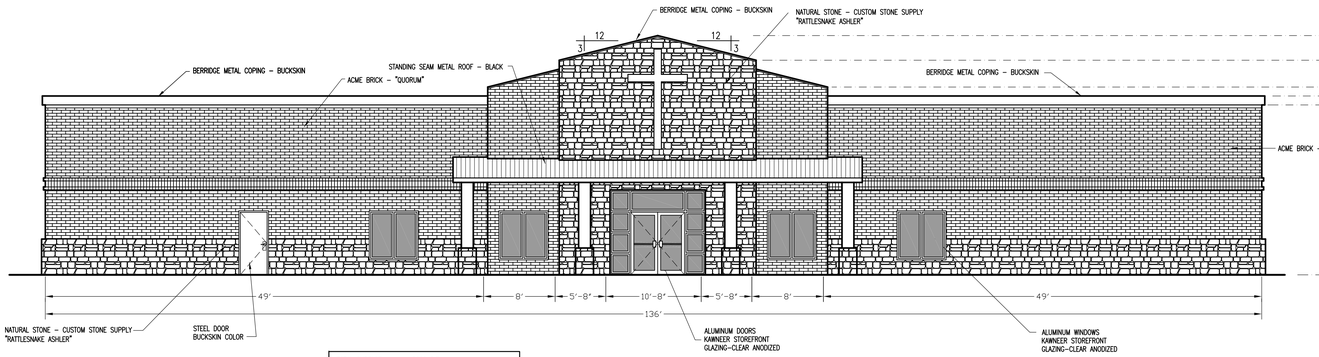
ETERNITY COMMUNITY CHURCH

BLOCK A, LOT 1
4.999 ACRES (GROSS) OUT OF
A. S. YOUNG SURVEY ~ ABST. 1037
FRISCO, COLLIN COUNTY, TEXAS

April 23, 2012

PLAN PREPARED BY:

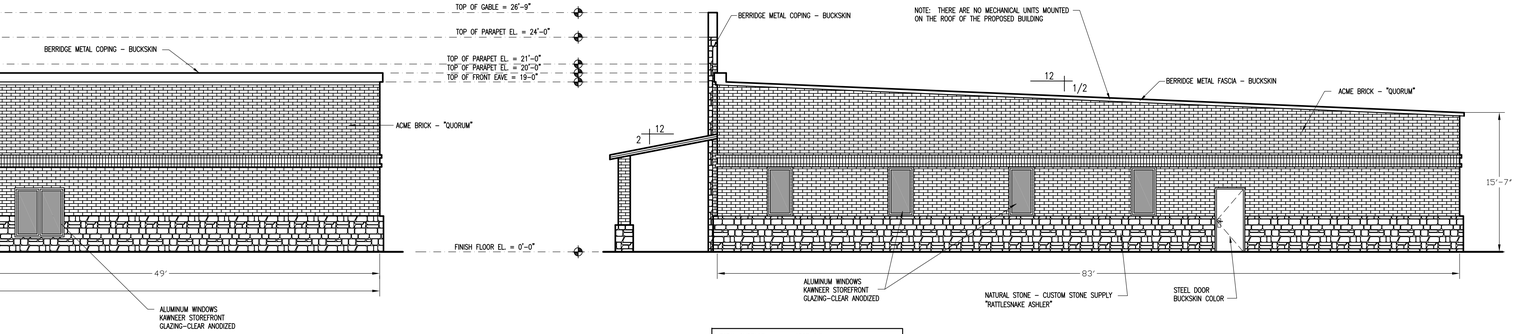
M SQUARED DESIGN+BUILD, L.L.C.
ARCHITECTURE 903-881-5737 - CONSTRUCTION - DEVELOPMENT m2designbuild.com
107 N. Main Street, Lindale, Texas 75771



TOTAL SURFACE	2662 S.F.	
MATERIAL	SQUARE FOOTAGE	% OF TOTAL
BRICK	1586 S.F.	60%
STONE	853 S.F.	32%
GLAZING	223 S.F.	8%

FRONT (WEST) ELEVATION

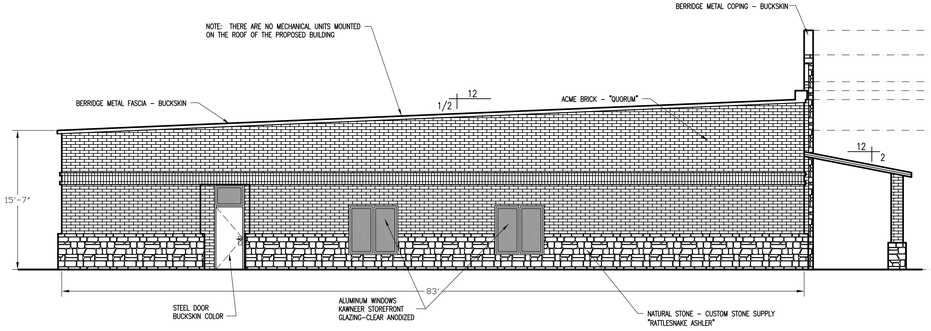
SCALE: 1/8" = 1'–0"



TOTAL SURFACE	1357 S.F.	
MATERIAL	SQUARE FOOTAGE	% OF TOTAL
BRICK	941 S.F.	69%
STONE	322 S.F.	24%
GLAZING	94 S.F.	7%

SOUTH ELEVATION

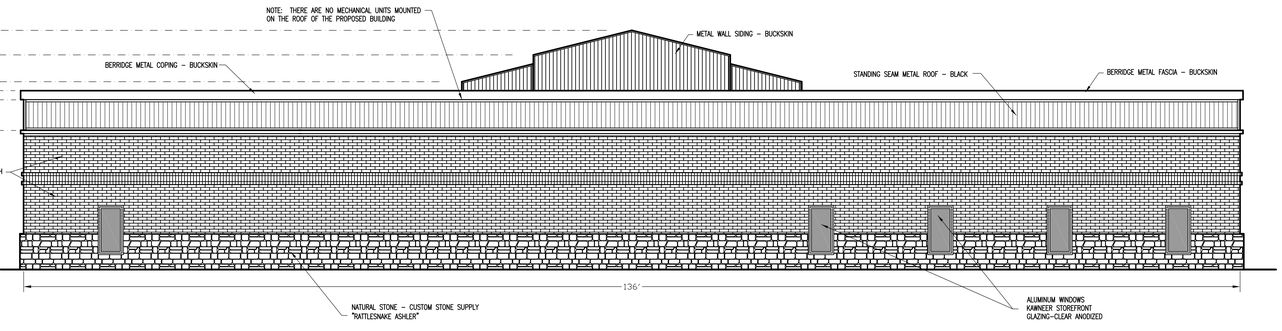
SCALE: 1/8" = 1'–0"



TOTAL SURFACE	1357 S.F.	
MATERIAL	SQUARE FOOTAGE	% OF TOTAL
BRICK	945 S.F.	70%
STONE	318 S.F.	23%
GLAZING	94 S.F.	7%

NORTH ELEVATION

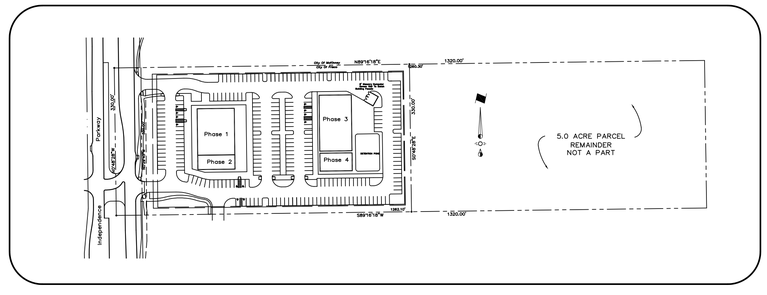
SCALE: 1/8" = 1'–0"



TOTAL SURFACE	1934 S.F.	
MATERIAL	SQUARE FOOTAGE	% OF TOTAL
BRICK	1309 S.F.	68%
STONE	547 S.F.	28%
GLAZING	78 S.F.	4%

REAR (EAST) ELEVATION

SCALE: 1/8" = 1'–0"



KEY MAP

NTS

FACADE PLAN NOTES

1. This Facade Plan is for conceptual purposes only. All building plans require review and approval by Development Services.

2. All mechanical units shall be screened from public view as required by the Zoning Ordinance.

3. When permitted, exposed utility boxes and conduits shall be painted to match the building.

4. All signage area and locations are subject to approval by Development Services.

5. Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official.

EXHIBIT C

SUP12–0004

ETERNITY COMMUNITY CHURCH

BLOCK A, LOT 1

5.000 ACRES GROSS OUT OF

A. S. YOUNG SURVEY ~ ABST. 1037

FRISCO, COLLIN COUNTY, TEXAS

April 2, 2012

Owner
Eternity Community Church
Attn: Kenneth Diggs
PO Box 1832
McKinney, Texas 75070
Telephone 972 542–9556

Engineer
RLK Engineering, Inc.
Attn: Seth Kelly
111 West Main Street
Allen, Texas 75013
Telephone 972 359–1733

Surveyor
Surdukan Surveying, Inc.
Attn: David Surdukan
PO Box 126
Anna, Texas 75409
Telephone 972 924–8200

Applicant
M Squared Design+Build, L.L.C.
Attn: Gary Martin, AIA
107 North Main Street
Lindale, Texas 75771
Telephone 903 881–5737

PLAN PREPARED BY:

M SQUARED DESIGN+BUILD, L.L.C.

ARCHITECTURE - CONSTRUCTION - DEVELOPMENT
903-881-5737
107 N. Main Street, Lindale, Texas 75771
m2designbuild.com

AGENDA ITEM #27.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Suzanne Morgan, AICP, Planner**

Date: **5/18/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance rezoning 5.0± acres located 600± feet east of Independence Parkway, 2,300± feet north of Eldorado Parkway from Single Family-8.5 with a Specific Use Permit (S-202) for a Church to Single Family-7. Neighborhood #6. Case No. Z12-0004**

Action Requested: City Council adoption of an Ordinance granting the Specific Use Permit for a Church.

Background Information: On May 1, 2012, the City Council held a Public Hearing and directed staff to prepare an ordinance by a vote of 4-0. Councilmembers Johnson and Nelson were absent.

The property has been sold to First Texas Homes, Inc. The exhibits have been updated to reflect the new owner information.

Board Review/Citizen Input: On April 10, 2012, the Planning & Zoning Commission held a public hearing and voted 6-0 to recommend approval of the request.

Alternatives: The City Council can:

- Approve the Ordinance;
- Approve the Ordinance with modifications,
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's office prepared the Ordinance.

Supporting Documents:

- City Council Outcome Memo dated May 2, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

May 2, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the City Council meeting, May 1, 2012

Public Hearing - Zoning: Eternity Community Church (Z12-0004)
Owner(s): Eternity Community Church

Description:
A request to rezone 5.0± acres located 600± feet east of Independence Parkway, 2,300± feet north of Eldorado Parkway, from Single Family-8.5 with a Specific Use Permit (S-202) for a Church to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #6.

Result/Action:

Approved: 4-0 (Johnson & Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance.

SM/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING ORDINANCE NO. 11-11-48 AND FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING A TRACT OF LAND CONSISTING OF 5.0 ACRES OF LAND, MORE OR LESS, SITUATED IN THE A. S. YOUNG SURVEY, ABSTRACT NO. 1037, CITY OF FRISCO, COLLIN COUNTY, TEXAS, HERETOFORE ZONED SINGLE FAMILY-8.5 (SF-8.5) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF SINGLE FAMILY-7 (SF-7); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has investigated and determined that the City of Frisco, Texas ("Frisco") Ordinance No. 11-11-48 should be amended and Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, First Texas Homes ("Applicant") initiated a request to rezone 5.0 acres of land, more or less, situated in the A. S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has further investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendments to Ordinance No. 11-11-48 and to the Zoning Ordinance No. 11-04-09. Ordinance No. 11-11-48 and Zoning Ordinance No. 11-04-09 are amended as follows: The zoning designation of the below-described property containing 5.0 acres of land, more or less, situated in the A. S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Single Family-7. The Property as a whole and the boundaries are more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on Exhibit "A-1" attached hereto, and incorporated herein for all purposes as if set forth verbatim.

Except as amended by this Ordinance, the development of the Property must comply with the requirements of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 5: Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of Ordinance No. 11-11-48 or Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7: Savings/Repealing Clause. Ordinance No. 11-11-48 and Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law and the Frisco City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 5th day of June, 2012.

MAHER MASO, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

JENNY PAGE
City Secretary

APPROVED AS TO FORM:

ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.
Courtney A. Kuykendall, City Attorneys

DATES OF PUBLICATION: _____, Frisco Enterprise

Exhibit A
(1 of 2)
Z12-0004

BEING a parcel of land located in the City of Frisco, Collin County, Texas, a part of the Andrew S. Young Survey, Abstract No. 1037, and being all of a called 5.000 acre tract of land described in a special warranty deed from Eternity Community Church to First Texas Homes, Inc. as recorded in Document Number 20120508000536660, Collin County Deed Records, and being further described as follows;

COMMENCING at a one-half inch iron rod found for corner in the south line of a called 10 acre tract of land described in a general warranty deed with vendor's lien from Danny Gale Perkins to Eternity Community Church as recorded in Volume 5716, Page 3232, Collin County Deed Records, said point being the northwest corner of a called 19.127 acre tract of land described in a special warranty deed to First Texas Homes, Inc. as recorded in Document Number 20120209000149590, Collin County Deed Records, said point being in the east right-of-way line of Independence Parkway (a variable width right-of-way), and said point bears North 89 degrees 15 minutes 03 seconds East, 57.90 feet from the southwest corner of said 10 acre tract of land;

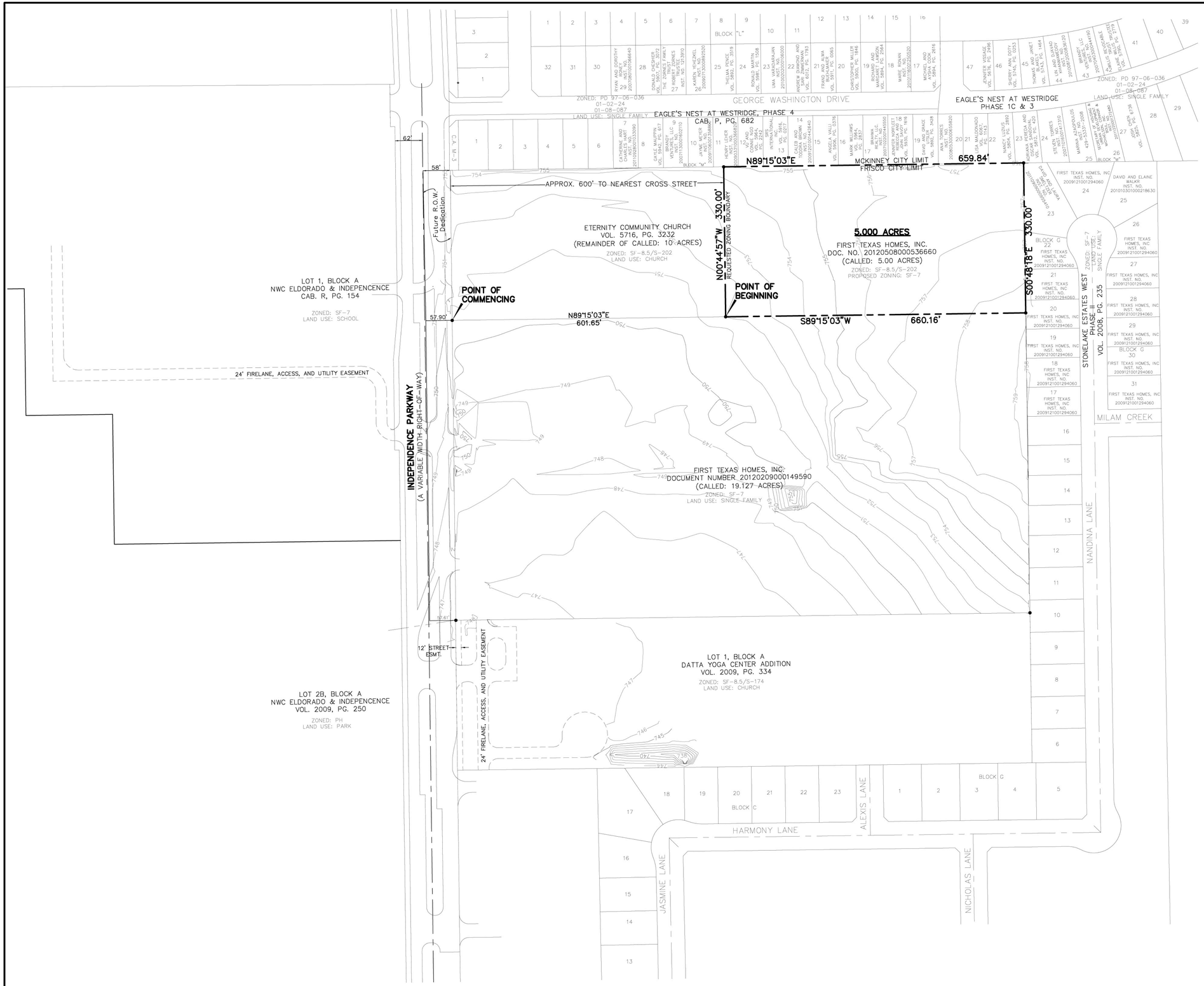
THENCE North 89 degrees 15 minutes 03 seconds East, 601.65 feet along the south line of said 10 acre tract of land and along the north line of said 19.127 acre tract of land to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land, said point being the southwest corner of said 5.000 acre tract of land;

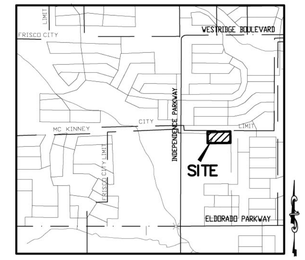
THENCE North 00 degrees 44 minutes 57 seconds West, 330.00 feet to a one-half inch iron rod set for corner at the northwest corner of said 5.000 acre tract of land, said point being in the south line of Lot 11, Block M, Eagle's Nest at Westridge, Phase 4, an addition to the City of McKinney as recorded in Cabinet P, Page 682, Collin County Map Records;

THENCE North 89 degrees 15 minutes 03 seconds East, 659.84 feet along the south line of said Eagle's Nest at Westridge, Phase 4 to a one-half inch iron rod found at the northeast corner of said 5.000 acre tract of land, said point being the northwest corner of Lot 23, Block G, Stonelake Estates, Phase II, an addition to the City of Frisco as recorded in Volume 2008, Page 235, Collin County Map Records;

THENCE South 00 degrees 48 minutes 18 seconds East, 330.00 feet along the west line of said Stonelake Estates, Phase II tract of land to a "PK" nail found at the southeast corner of said 5.000 acre tract of land and at the northeast corner of said 19.127 acre tract of land;

THENCE South 89 degrees 15 minutes 03 seconds West, 660.16 feet along the south line of said 5.000 acre tract of land and along the north line of said 19.127 acre tract of land to the POINT OF BEGINNING and containing 217,800 square feet or 5.000 acres of land.





LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION

BEING a parcel of land located in the City of Frisco, Collin County, Texas, a part of the Andrew S. Young Survey, Abstract No. 1037, and being all of a called 5.000 acre tract of land described in a special warranty deed from Eternity Community Church to First Texas Homes, Inc. as recorded in Document Number 20120508000536660, Collin County Deed Records, and being further described as follows;

COMMENCING at a one-half inch iron rod found for corner in the south line of a called 10 acre tract of land described in a general warranty deed with vendor's lien from Danny Gale Perkins to Eternity Community Church as recorded in Volume 5716, Page 3232, Collin County Deed Records, said point being the northwest corner of a called 19.127 acre tract of land described in a special warranty deed to First Texas Homes, Inc. as recorded in Document Number 20120209000149590, Collin County Deed Records, said point being in the east right-of-way line of Independence Parkway (a variable width right-of-way), and said point bears North 89 degrees 15 minutes 03 seconds East, 57.90 feet from the southwest corner of said 10 acre tract of land;

THENCE North 89 degrees 15 minutes 03 seconds East, 601.65 feet along the south line of said 10 acre tract of land and along the north line of said 19.127 acre tract of land to a one-half inch iron rod set for corner at the POINT OF BEGINNING of this tract of land, said point being the southwest corner of said 5.000 acre tract of land;

THENCE North 00 degrees 44 minutes 57 seconds West, 330.00 feet to a one-half inch iron rod set for corner at the northwest corner of said 5.000 acre tract of land, said point being in the south line of Lot 11, Block M, Eagle's Nest at Westridge, Phase 4, an addition to the City of McKinney as recorded in Cabinet P, Page 682, Collin County Map Records;

THENCE North 89 degrees 15 minutes 03 seconds East, 659.84 feet along the south line of said Eagle's Nest at Westridge, Phase 4 to a one-half inch iron rod found at the northeast corner of said 5.000 acre tract of land, said point being the northwest corner of Lot 23, Block G, Stonelake Estates, Phase II, an addition to the City of Frisco as recorded in Volume 2008, Page 235, Collin County Map Records;

THENCE South 00 degrees 48 minutes 18 seconds East, 330.00 feet along the west line of said Stonelake Estates, Phase II tract of land to a "PK" nail found at the southeast corner of said 5.000 acre tract of land and at the northeast corner of said 19.127 acre tract of land;

THENCE South 89 degrees 15 minutes 03 seconds West, 660.16 feet along the south line of said 5.000 acre tract of land and along the north line of said 19.127 acre tract of land to the POINT OF BEGINNING and containing 217,800 square feet or 5.000 acres of land.

SITE DATA

GROSS ACREAGE: 5.00 AC
NET ACREAGE: 5.00 AC

POTENTIAL DENSITY: 3.4 UNITS/AC

CURRENT ZONING: SF-8.5/S-202
PROPOSED ZONING: SF-7

100 50 0 100 200
1" = 100' - 0"

FLOOD STATEMENT: According to Community Panel No. 48085C0265J, dated June 2, 2009 of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property is within Flood Zone "X", (areas determined to be outside 500-year floodplain), which is not a special flood hazard area.

EXHIBIT A (2 OF 2)
FOR Z12-0004

ETERNITY COMMUNITY CHURCH
PART OF TRACT 29

5.00 ACRES OUT OF THE
ANDREW S YOUNG SURVEY, ABSTRACT NUMBER 1037

CITY OF FRISCO, COLLIN COUNTY, TEXAS

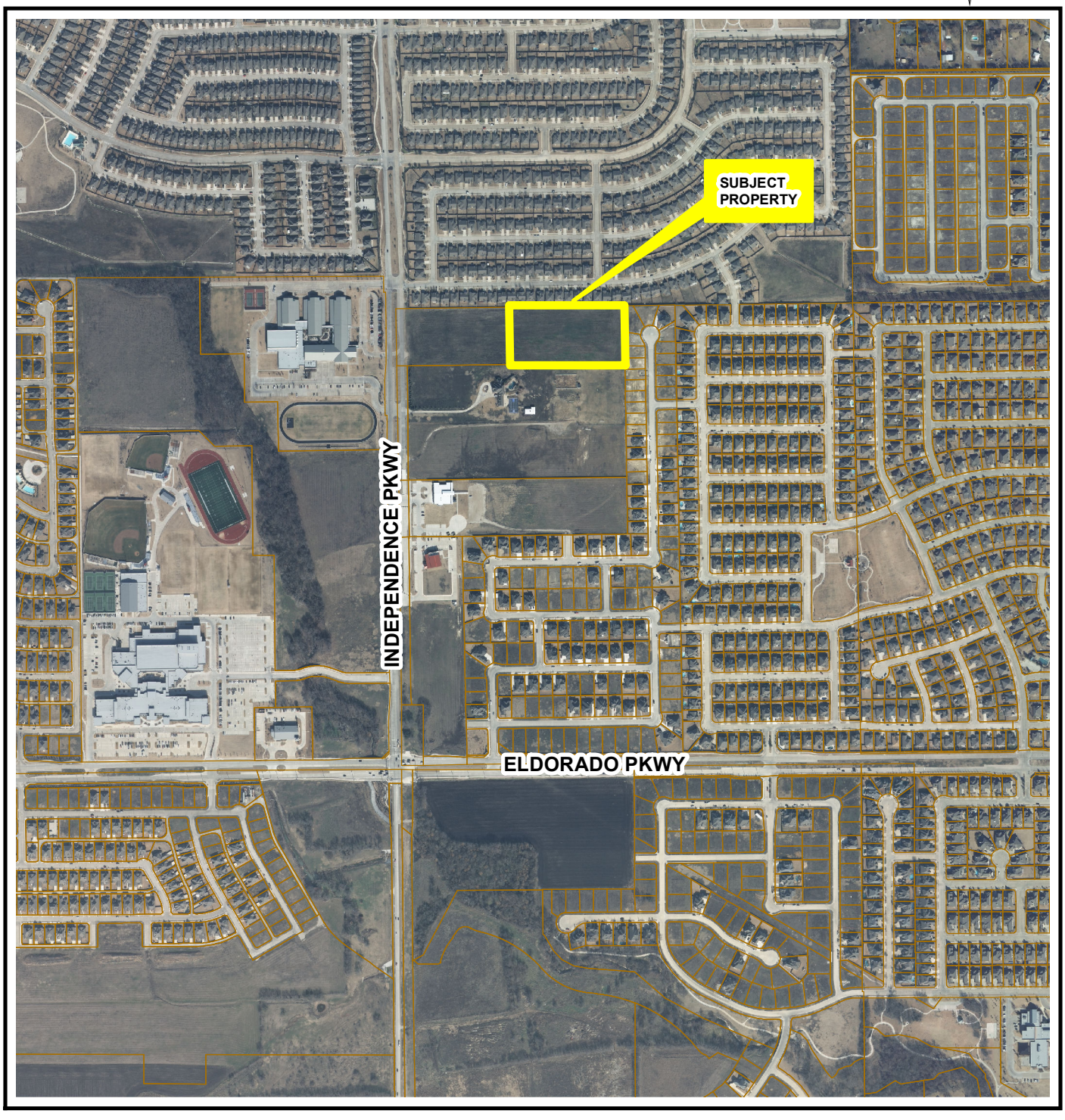
FIRST TEXAS HOMES — OWNER/APPLICANT
500 Crescent Court
Suite 350
Dallas, Texas 75201
Contact: Tony Shaw
(214) 244-8809

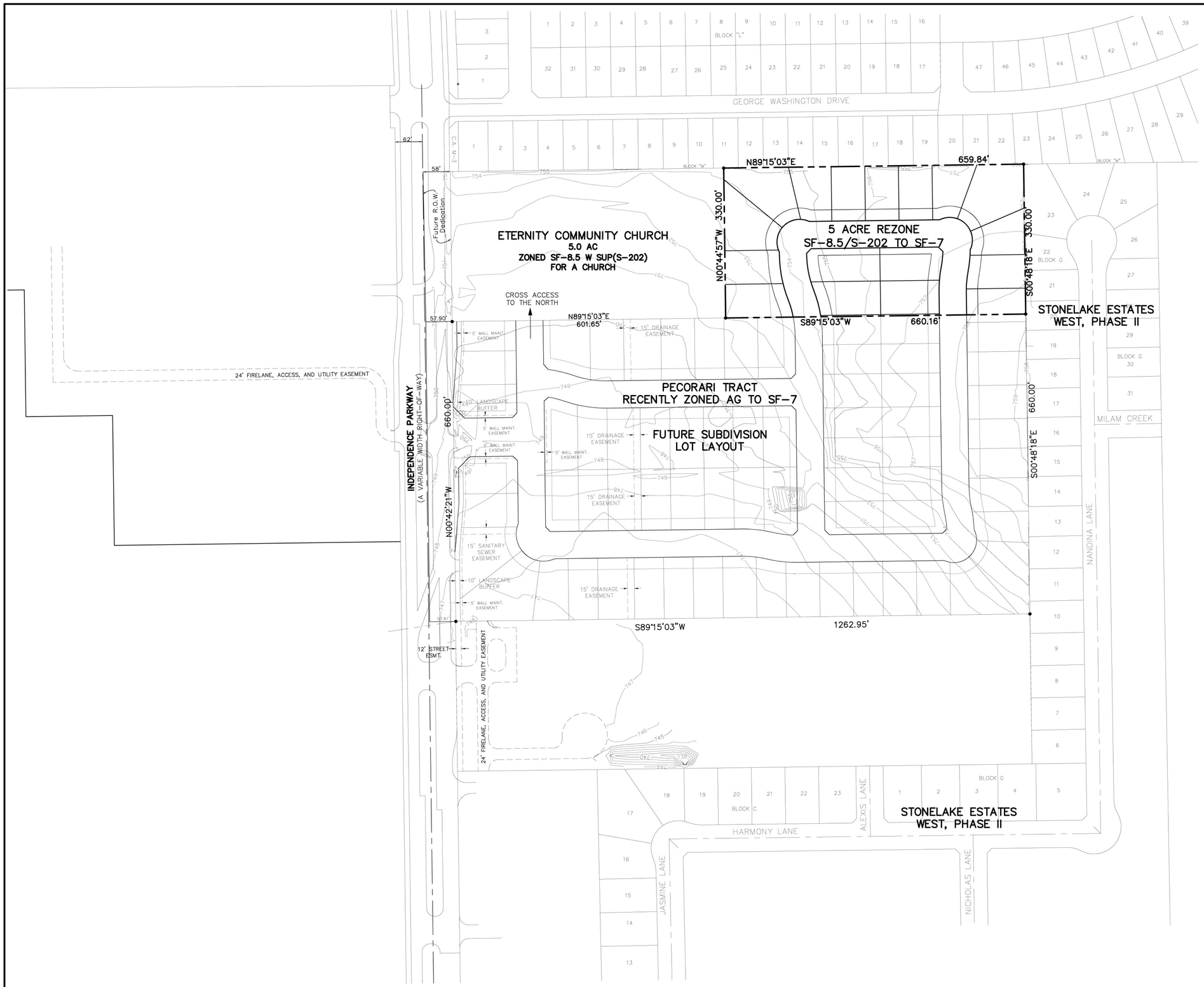
JBI PARTNERS, INC. — SURVEYOR/PLANNER
16301 Quorum Drive, Suite 200 B
Addison, Texas 75001
Contact: Jeff Miles
(972) 248-7676

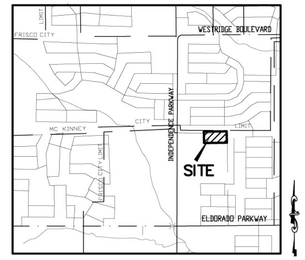
REVISED MAY 18 2012
REVISED APRIL 3, 2012
REVISED FEBRUARY 29, 2012
FEBRUARY 13, 2012

Plotted by: kpugh Plot Date: 5/18/2012 10:38 AM
Drawing: H:\Projects\FTH004\dwg\FTH00
Packet Page -271- 0:37 AM

EXHIBIT A-1
Z12-0004
Eternity Community Church







LOCATION MAP
NOT TO SCALE

100 50 0 100 200
1" = 100' - 0"

EXHIBIT B FOR Z12-0004

5.00 ACRES OUT OF THE
ANDREW S YOUNG SURVEY, ABSTRACT NUMBER 1037

CITY OF FRISCO, COLLIN COUNTY, TEXAS

FIRST TEXAS HOMES — OWNER/APPLICANT

500 Crescent Court
Suite 350
Dallas, Texas 75201
Contact: Tony Shaw
(214) 244-8809

JBI PARTNERS, INC. — SURVEYOR/PLANNER

16301 Quorum Drive, Suite 200 B
Addison, Texas 75001
Contact: Jeff Miles
(972) 248-7676

REVISED MAY 18 2012
REVISED APRIL 3, 2012
REVISED FEBRUARY 29, 2012
FEBRUARY 13, 2012

Sheet 1 of 1

Plotted by: kpugh Plot Date: 5/18/2012 10:37 AM
Drawing: H:\Projects\FTH004\dwg\FTH00
Packet Page -273- 10:37 AM

AGENDA ITEM #28.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **5/21/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance on the voluntary annexation of 5.0± acres in the MEP & PRR Company No. 5 Survey, Abstract No. 941, Denton County, Texas, generally located on the south side of Gloryview Road, 1,300± east of Teel Parkway. Neighborhood #52. Annexation Case A12-0003.**

Action Requested: The City Council is asked to adopt the proposed Annexation Ordinance.

Background Information: This is a voluntary annexation case submitted by the Frisco Community Development Corporation. The property is directly adjacent to the City's corporate limits on the east, south, and west, and is vacant.

Board Review/Citizen Input: The City Council held the two required public hearings at their May 1, 2012 and May 15, 2012 meetings.

Alternatives: Not applicable.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office has prepared the Ordinance.

Supporting Documents:
- Annexation Ordinance.

Staff Recommendation: Recommended for adoption.

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, ANNEXING, ON APPLICATION OF THE LANDOWNER, 5.0 ACRES OF LAND, MORE OR LESS, SITUATED IN THE MEP & PRR COMPANY NO. 5 SURVEY, ABSTRACT NO. 941 DENTON COUNTY, TEXAS; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE ABOVE-DESCRIBED TRACT OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF FRISCO AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND FRISCO'S ORDINANCE NO. 11-04-09 AND ANY AMENDMENTS THERETO; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Frisco Community Development Corporation, the landowner of 5.0 acres of land, more or less, situated in the MEP & PRR Company No. 5 Survey, Abstract No. 941, Denton County, Texas (hereinafter defined as the "Property"), submitted an application to the City of Frisco, Texas ("Frisco") for voluntary annexation into the city limits of Frisco ("Landowner"); and

WHEREAS, in accordance with Section 43.035, Local Government Code, as amended, an offer of a development agreement has been made by Frisco and declined by the Landowner, in writing; and

WHEREAS, the City Council of the City of Frisco, Texas ("City Council"), under the authority of Sections 43.021 and 43.035, Local Government Code, as amended, and the Frisco City Charter, investigated and determined that it would be advantageous and beneficial to Frisco and its inhabitants to annex the Property; and

WHEREAS, the City Council finds that all requisites relative to consideration and adoption of this Ordinance have been complied with pursuant to Chapter 43, Local Government Code, as amended; and

WHEREAS, prior to conducting the public hearings required under Section 43.063, Local Government Code, the City Council also investigated and determined that the Property is within the extraterritorial jurisdiction of Frisco and is adjacent and contiguous to the existing city limits of Frisco; and

WHEREAS, before the publication of the notice of the first public hearing regarding the annexation of the Property, the City Council directed the appropriate persons to prepare a service plan that provides for the extension of municipal services to the Property to be annexed; and

WHEREAS, the City Council finds that the Service Plan has been prepared in full compliance with Section 43.065, Local Government Code, and has been made available for public inspection and was available for explanation to the inhabitants of the Property at the public hearings; and

WHEREAS, the City Council finds that the field notes close the boundaries of the Property being annexed; and

WHEREAS, the City Council has conducted at least two (2) public hearings at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation and the proposed Service Plan; and

WHEREAS, the City Council finds the public hearings were conducted on or after the fortieth (40th) day but before the twentieth (20th) day before the date of the institution of the annexation proceedings; and

WHEREAS, the City Council finds it has completed the annexation process within ninety (90) days after the City Council instituted annexation proceedings; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form set forth by law.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Property Annexed. The Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same is hereby annexed to Frisco, to-wit:

> BEING a tract of land out of the MEP & PRR Company No. 5 Survey, Abstract No. 941, Denton County, Texas containing 5.0 acres of land, more or less; said tract is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

The general location of the property is depicted on Exhibit “B”, attached hereto.

SECTION 3: Service Plan. The Service Plan for the Property is attached hereto as Exhibit "C" and made a part hereof for all purposes.

SECTION 4: Rights/Privileges/Bound by Ordinances and Regulations. From and after the passage of this Ordinance, the Property shall be a part of Frisco, and the inhabitants thereof shall be entitled to all the rights and privileges of all of the citizens of Frisco and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

SECTION 5: Official Map and Boundaries Amended. The official map and boundaries of Frisco are hereby amended to include the Property as part of Frisco. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Denton County.

SECTION 6: Unlawful Use. It shall be unlawful for any person, firm, entity or corporation to make use of the Property in some manner other than as authorized by

this Ordinance and Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended; and it shall be unlawful for any person, firm, entity or corporation to construct on the Property any building that is not in conformity with the permissible use under this Ordinance and Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended.

SECTION 7: Penalty Provision. Any person, firm, corporation or business entity violating this Ordinance or any provision of Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance, or the use created under Zoning Ordinance No. 11-04-09, and any amendments thereto, be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof

irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 10: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 5th day of June, 2012.

Maher Maso, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Joplin, P.C.
Courtney A. Kuykendall, City Attorney

DATE(S) OF PUBLICATION: _____, *Frisco Enterprise*

EXHIBIT "A"
(Legal Description)

BEING a 4.997 acre tract of land situated in the M.E.P & P.R.R Company No. 5 Survey, Abstract Number 941 in the City of Frisco, Denton County, Texas and being of a called 5.00 acre tract of land described by quitclaim deed recorded in Volume 2297, Page 846 of the Deed Records of Denton County, Texas, (DRDCT) and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set for the Northeast corner of said 5.00 acre tract of land and being the Northwest corner of a 5.007 acre tract of land described by deed to Frisco Community Development Corp. recorded in Instrument No. 2007-76207 (DRDCT);

THENCE along the West line of said 5.007 acre tract of land, SOUTH 00 degrees 52 minutes 20 seconds West a distance of 442.25 feet to a ½ inch iron rod found for the Southeast corner of a 5.00 acre tract of land and being the Southwest corner of said 5.007 acre tract of land being located in the North line of a 219.034 acre tract of land described by deed to Frisco Community Development Corp. recorded in Volume 4205, Page 111 (DRDCT);

THENCE along the North line of said 219.034 acre tract of land, NORTH 88 degrees 36 minutes 30 seconds WEST a distance of 492.09 feet to a 5/8 inch iron rod set for the Southwest corner of said 5.00 acre tract of land, from which a 5/8 iron rod found bears North 77 degrees 26 minutes West a distance of 0.95 feet;

THENCE NORTH 00 degrees 52 minutes 20 seconds EAST a distance of 419.73 feet to a 5/8 inch iron rod set for the westerly northeast corner of said 219.034 acre tract of land;

THENCE NORTH 01 degree 23 minutes 30 seconds EAST, a distance of 22.50 feet to a 5/8 inch iron rod set for the northwest corner of said 5.00 acre tract of land;

THENCE SOUTH 88 degrees 38 minutes 27 seconds East a distance of 491.88 feet to the POINT OF BEGINNING;

CONTAINING 4.997 acres of 217,675 square feet of land more or less all according to that survey prepared by A.J. Bradford Group, Inc.

EXHIBIT "B"



Exhibit "C"

CITY OF FRISCO, TEXAS
SERVICE PLAN FOR ANNEXED AREA

ANNEXATION ORDINANCE NO. _____

DATE OF ANNEXATION ORDINANCE:

ACREAGE ANNEXED: 5.0 acres of land, more or less

SURVEY, ABSTRACT & COUNTY: MEP & PRR Company No. 5 Survey, Abstract No. 941, Denton County, Texas

Municipal Services to the acreage described above shall be furnished by or on behalf of the City of Frisco, Texas, at the following levels and in accordance with the following schedule:

A. POLICE SERVICE

1. Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with any of the methods of the City of Frisco, Texas, extends police service to any other area of the municipality, will be provided upon the effective date of the annexation ordinance.

2. Upon ultimate development of the area, the same level of police services will be provided to this area as are furnished throughout the City.

B. FIRE SERVICES

1. Fire protection and emergency ambulance equipment by the present personnel and the present equipment of the Fire Department, within the limitations of available water and distances from existing fire stations, and in a manner consistent with any of the methods of the City of Frisco, Texas, extends fire service to any other area of the municipality, will be provided to this area upon the effective date of the annexation ordinance.

2. Upon ultimate development of the area, the same level of fire and emergency ambulance services will be provided to this area as are furnished throughout the City.

C. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES

1. Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation

ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2. Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be provided within sixty (60) days of the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3. The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4. All inspection services furnished by the City of Frisco, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5. As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of Environmental Health and Code Enforcement Services as are furnished throughout the City.

D. PLANNING AND ZONING SERVICES

The planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

E. PARK AND RECREATION SERVICES

1. Residents of this property may utilize all existing park and recreational services, facilities, and sites throughout the City, beginning upon the effective date of the annexation ordinance.

2. Additional facilities and sites to serve this property and its residents will be acquired, developed and maintained at locations and times provided by applicable plans, policies, and programs and decisions of the City of Frisco. This property will be included in all future plans for providing parks and recreation services to the City.

3. Existing parks, playgrounds, swimming pools, and other recreational facilities within this property shall, upon dedication to and acceptance by the City, be maintained and operated by the City of Frisco, but not otherwise.

F. SOLID WASTE COLLECTION

1. Solid waste collection shall be provided to the property in accordance with existing City policies, beginning upon the effective date of the annexation ordinance.

2. As development and construction commence in this property and population density increases to the property level, solid waste collection shall be provided to this property in accordance with the current policies of the City as to frequency, changes and so forth.

G. STREETS

1. The City of Frisco's existing policies with regard to street maintenance, applicable throughout the entire City, shall apply to this property beginning upon the effective date of the annexation ordinance. Unless a street within this property has been constructed or is improved to the City's standards and specifications, that street will not be maintained by the City of Frisco.

2. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Frisco with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3. The same level of maintenance shall be provided to streets within this property which have been accepted throughout the City of Frisco as is provided to City streets throughout the City.

4. Street lighting installed on streets improved to the City standards shall be maintained by either TXU Energy, Oncor, Denton County Co-Op or the appropriate Franchise holder in accordance with current City policies.

H. WATER SERVICES

1. Connection to existing City water mains for water service for domestic, commercial and industrial use within this property will be provided in accordance with existing City policies. Upon connection to existing mains, water will be provided at rates established by City ordinances for such service throughout the City.

2. As development and construction commence in this property, water mains of the City will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with the applicable City ordinances and regulations. Such extensions will be commenced within two and one-half (2 1/2) years from the effective date of the annexation ordinance and substantially completed within four and one-half (4 ½) years after that date.

3. Water mains installed or improved to City standards which are within the annexed area and are within dedicated easements shall be maintained by the City of Frisco beginning upon the effective date of the annexation ordinance.

4. Private water lines within this property shall be maintained by their owners in accordance with existing policies applicable throughout the City.

I. SANITARY SEWER SERVICES

1. Connections to existing City sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with existing City policies. Upon connection, sanitary sewer service will be provided at rates established by City ordinances for such service throughout the City.

2. Sanitary sewage mains and/or lift stations installed or improved to City standards, located in dedicated easements, and which are within the annexed area and are connected to City mains will be maintained by the City of Frisco beginning upon the effective date of the annexation ordinance.

3. As development and construction commence in this area, City sanitary sewer will be extended in accordance with provisions of the Subdivision Ordinance and other applicable City ordinances and regulations. Such extensions will be commenced within two and one-half (2 1/2) years from the effective date of the annexation ordinance and substantially completed within four and one-half (4 ½) years after that date.

J. MISCELLANEOUS

1. Any facility or building located within the annexed area and utilized by the City of Frisco in providing services to the area will be maintained by the City of Frisco commencing upon the date of use or upon the effective date of the annexation ordinance, whichever occurs later.

2. General municipal administration and administrative services of the City shall be available to the annexed area Frisco beginning upon the effective date of the annexation ordinance.

3. Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

4. The Service Plan is valid for ten (10) years from the effective date of the Ordinance.

AGENDA ITEM #29.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **5/21/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance on the voluntary annexation of 2,816.04± acres in the Collin County School Land Survey, Abstract No. 148; the B.J. Naugle Survey, Abstract No. 669; the C. Rogers Survey, Abstract No. 1133; the W. Bates Survey, Abstract No. 90; the W. Bates Survey, Abstract No. 83; the MEP & PRR Survey, Abstract No. 921; the MEP & PRR Survey, Abstract No. 941; the C. Jackson Survey, Abstract No. 665; the Samuel Whittenberg Survey, Abstract No. 1510; the C. Jackson Survey, Abstract No. 665; the L. Neatherly Survey, Abstract No. 962; the L. Landrum Survey, Abstract No. 764; the J. Hogue Survey, Abstract No. 1714; and the C.L. Smith Survey, Abstract No. 1185, Denton and Collin Counties, Texas, generally located north of Panther Creek Parkway, south of US Highway 380, between FM 423 and Preston Road. Neighborhood Nos. 3, 48, 51, 52, & 53. Annexation Case A12-0005.**

Action Requested: The City Council is asked to adopt the proposed Annexation Ordinance.

Background Information: This is a voluntary annexation case submitted by Bert Fields, Jr. The property is directly adjacent to the City's corporate limits on the south, east, and west and is vacant.

Board Review/Citizen Input: The City Council held the two required public hearings at their May 1, 2012 and May 15, 2012 meetings.

Alternatives: Not applicable.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office has prepared the Ordinance.

Supporting Documents:

- Annexation Ordinance.

Staff Recommendation: Recommended for adoption.

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, ANNEXING, ON APPLICATION OF THE LANDOWNER, 2,807.04 ACRES OF LAND, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 148; THE B.J. NAUGLE SURVEY, ABSTRACT NO. 669; THE C. ROGERS SURVEY, ABSTRACT NO. 1133; THE W. BATES SURVEY, ABSTRACT NO. 90; THE W. BATES SURVEY, ABSTRACT NO. 83; THE MEP & PRR SURVEY, ABSTRACT NO. 921; THE MEP & PRR SURVEY, ABSTRACT NO. 941; THE C. JACKSON SURVEY, ABSTRACT NO. 665; THE SAMUEL WHITTENBERG SURVEY, ABSTRACT NO. 1510; THE C. JACKSON SURVEY, ABSTRACT NO. 665; THE L. NEATHERLY SURVEY, ABSTRACT NO. 962; THE L. LANDRUM SURVEY, ABSTRACT NO. 764; THE J. HOGUE SURVEY, ABSTRACT NO. 1714; AND THE C.L. SMITH SURVEY, ABSTRACT NO. 1185, DENTON AND COLLIN COUNTIES, TEXAS; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE ABOVE-DESCRIBED TRACT OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF FRISCO AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND FRISCO'S ORDINANCE NO. 11-04-09 AND ANY AMENDMENTS THERETO; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, Bert Fields, Jr., the landowner of 2,807.04 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 148; the B.J. Naugle Survey, Abstract No. 669; the C. Rogers Survey, Abstract No. 1133; the W. Bates Survey, Abstract No. 90; the W. Bates Survey, Abstract No. 83; the MEP & PRR Survey, Abstract No. 921; the MEP & PRR Survey, Abstract No. 941; the C. Jackson Survey, Abstract No. 665; the Samuel Whittenberg Survey, Abstract No. 1510; the C. Jackson Survey, Abstract No. 665; the L. Neatherly Survey, Abstract No. 962; the L. Landrum Survey, Abstract No. 764; the J. Hogue Survey, Abstract No. 1714; and the C.L. Smith Survey, Abstract No. 1185, Denton and Collin Counties, Texas (hereinafter defined as the "Property"), submitted an application to the City of Frisco, Texas ("Frisco") for voluntary annexation into the city limits of Frisco (the "Landowner"); and

WHEREAS, pursuant to the authority granted under Section 212.172, Local Government Code, as amended, Frisco and the Landowner previously entered into a annexation agreement, effective August 18, 2009, and recorded in the Collin and Denton County land records ("Annexation Agreement"), incorporated herein for all purposes by reference; and

WHEREAS, the property subject to the Annexation Agreement included 2,256.78 acres, more or less; and

WHEREAS, the Landowner has requested that the Annexation Agreement be amended to include the remaining 559.26 acres, more or less, that is included in the Property, but excluded from the Annexation Agreement; and

WHEREAS, Frisco has agreed to amend the Annexation Agreement to include the 559.26 acres, more or less, for the remaining term of, and subject to the existing terms and conditions of, the Annexation Agreement ("First Amendment to the Pre-Annexation Agreement"); and

WHEREAS, the requirement set forth in Section 43.035, Local Government Code, as amended, has been satisfied as a result of the Annexation Agreement and First Amendment to the Annexation Agreement; and

WHEREAS, the City Council of the City of Frisco, Texas ("City Council"), under the authority of Sections 43.021 and 43.035, Local Government Code, as amended, and the Frisco City Charter, investigated and determined that it would be advantageous and beneficial to Frisco and its inhabitants to annex the Property; and

WHEREAS, the City Council finds that all requisites relative to consideration and adoption of this Ordinance have been complied with pursuant to Chapter 43, Local Government Code, as amended; and

WHEREAS, prior to conducting the public hearings required under Section 43.063, Local Government Code, the City Council also investigated and determined that the Property is within the extraterritorial jurisdiction of Frisco and is adjacent and contiguous to the existing city limits of Frisco; and

WHEREAS, before the publication of the notice of the first public hearing regarding the annexation of the Property, the City Council directed the appropriate persons to prepare a service plan that provides for the extension of municipal services to the Property to be annexed; and

WHEREAS, the City Council finds that the Service Plan has been prepared in full compliance with Section 43.065, Local Government Code, and has been made available for public inspection and was available for explanation to the inhabitants of the Property at the public hearings; and

WHEREAS, the City Council finds that the field notes close the boundaries of the Property being annexed; and

WHEREAS, the City Council has conducted at least two (2) public hearings at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation and the proposed Service Plan; and

WHEREAS, the City Council finds the public hearings were conducted on or after the fortieth (40th) day but before the twentieth (20th) day before the date of the institution of the annexation proceedings; and

WHEREAS, the City Council finds it has completed the annexation process within ninety (90) days after the City Council instituted annexation proceedings; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form set forth by law.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Property Annexed. The Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same is hereby annexed to Frisco, to-wit:

> BEING a tract of land out of the Collin County School Land Survey, Abstract No. 148; the B.J. Naugle Survey, Abstract No. 669; the C. Rogers Survey, Abstract No. 1133; the W. Bates Survey, Abstract No. 90; the W. Bates Survey, Abstract No. 83; the MEP & PRR Survey, Abstract No. 921; the MEP & PRR Survey, Abstract No. 941; the C. Jackson Survey, Abstract No. 665; the Samuel Whittenberg Survey, Abstract No. 1510; the C. Jackson Survey, Abstract No. 665; the L. Neatherly Survey, Abstract No. 962; the L. Landrum Survey, Abstract No. 764; the J. Hogue Survey, Abstract No. 1714; and the C.L. Smith Survey, Abstract No. 1185, Denton and Collin Counties, Texas containing 2,807.04 acres of land, more or less; said tract is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

The general location of the property is depicted on Exhibit “B”, attached hereto.

SECTION 3: Service Plan. The Service Plan for the Property is attached hereto as Exhibit "C" and made a part hereof for all purposes.

SECTION 4: Rights/Privileges/Bound by Ordinances and Regulations. From and after the passage of this Ordinance, the Property shall be a part of Frisco, and the inhabitants thereof shall be entitled to all the rights and privileges of all of the citizens of Frisco and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

SECTION 5: Official Map and Boundaries Amended. The official map and boundaries of Frisco are hereby amended to include the Property as part of Frisco. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Denton County.

SECTION 6: Unlawful Use. It shall be unlawful for any person, firm, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance and Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended; and it shall be unlawful for any person, firm, entity or corporation to construct on the Property any building that is not in conformity with the permissible use under this Ordinance and Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended.

SECTION 7: Penalty Provision. Any person, firm, corporation or business entity violating this Ordinance or any provision of Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance, or the use created under Zoning Ordinance No. 11-04-09, and any amendments thereto, be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 10: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 5th day of June, 2012.

_____
Maher Maso, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Joplin, P.C.
Courtney A. Kuykendall, City Attorney

DATE(S) OF PUBLICATION: _____, *Frisco Enterprise*

EXHIBIT "A"
Tract One – 280.04 acres
(Legal Description)

BEING a tract of land situated in the Collin County School Land Survey, Abstract Number 148, and the B. J. Naugle Survey, Abstract Number 669, City of Frisco, Collin County, Texas, and being part of two tracts of land described in deed to Bert Fields, Jr. recorded in Volume 802, Page 526 (North and South Tracts), Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point at the northeast corner of said Bert Fields, Jr. North Tract at the intersection of the apparent centerline of County Road 24 and the west Right-of-Way line of Preston Road (State Highway 289, variable width Right-of-Way at this point);

THENCE South 00°28'12" East with the east line of said Bert Fields, Jr. North Tract and with the west Right-of-Way line of said Preston Road a distance of 2678.71 feet to a point for corner at the intersection of the apparent centerline of Panther Creek Parkway and the west Right-of-Way line of said Preston Road, said point being in the south line of said Bert Fields, Jr. South Tract;

THENCE South 89°23'40" West with the south line of said Bert Fields, Jr. South Tract and along the apparent centerline of said Panther Creek Parkway, a distance of 4897.57 feet to a point for corner in the east Right-of-Way line of Burlington Northern Santa Fe Railroad;

THENCE North 11°18'50" East with the east Right-of-Way line of said Burlington Northern Santa Fe Railroad a distance of 2690.50 feet to a point for corner in the apparent centerline of said County Road 24, said point being in the north line of said Bert Fields, Jr. North Tract;

THENCE with the north line of said Bert Fields, Jr. North Tract and along the apparent centerline of said County Road 24 the following calls:

North 89°47'15" East a distance of 2181.48 feet to a point for corner;

North 87°39'15" East a distance of 1420.80 feet to a point at the southeast corner of a tract of land described in a deed to Texas Power and Light Company recorded in Volume 475, Page 111, Deed Records, Collin, Texas;

THENCE North 00°38'20" West a distance of 22.28 feet to a point at the southwest corner of a tract of land described in a deed to Texas Power and Light Company recorded in Volume 475, Page 138, Deed Records, Collin, Texas;

THENCE North 89°43'15" East continuing with the north line of said Bert Fields, Jr. North Tract and the south line of said Texas Power and Light Company tract, and along the apparent centerline of said County Road 24, a distance of 746.67 feet to the **POINT OF BEGINNING** and containing 280.04 acres of land.

Bearing system based on the monuments found referenced to the City of Frisco, Texas State Plane Coordinate System, North Central Zone 4202.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit A
Tract Two – 545.45 acres
(Legal Description)

BEING a tract of land situated in the Collin County School Land Survey, Abstract Number 148, and the C. L. Smith Survey, Abstract Number 807, Collin County, Texas, and being part of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 655, Page 260, Deed Records, Collin, Texas, being part of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 653, Page 505, Deed Records, Collin, Texas, being part of two tracts of land described in a deed to Bert Fields, Jr. recorded inVolume 796, Page 526, Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for the south corner of a corner clip at the apparent intersection of the north Right-of-Way line of Panther Creek Parkway and the east Right-of-Way line of Dallas North Tollway (300 foot wide Right-of-Way at this point);

THENCE along the east Right-of-Way line of said Dallas North Tollway the following calls:
North 44°34'00" West, a distance of 56.37 feet to a point for corner;
North 00°50'03" East a distance of 6.71 feet to a point for corner at the beginning of a tangent curve to the right whose chord bears North 27°12'18" East a distance of 2411.70 feet;
In a northeasterly direction with said tangent curve to the right having a radius of 2714.79 feet, a central angle of 52°44'29", and an arc distance of 2498.99 feet to a point for corner for corner;
North 53°34'26" East a distance of 3985.67 feet to a point for corner at the beginning of a tangent curve to the left whose chord bears North 44°47'24" East a distance of 1045.76 feet;
In a northeasterly direction with said tangent curve to the left having a radius of 3424.05 feet, a central angle of 17°34'04", and an arc distance of 1049.86 feet to a point for corner for corner in the south line of a tract of land described in a deed to The Mahard 2003 Partnership, LP recorded in Volume 5670, Page 1915, Land Records, Collin, Texas;

THENCE North 89°15'20" East with the south line of said The Mahard 2003 Partnership, LP tract a distance of 1887.98 feet to a point for corner on the south line of a tract of land described in a deed to Methodist Church of Prosper recorded in Volume 514, Page 87, Deed Records, Collin, Texas, said point also being in the west Right-of-Way line of Burlington Northern Santa Fe Railroad;

THENCE South 11°18'50" West with the west Right-of-Way line of said Burlington Northern Santa Fe Railroad a distance of 5507.19 feet to a point for corner in the apparent centerline of said Panther Creek Parkway (undedicated ROW);

THENCE South 89°37'36" West along the apparent centerline of said Panther Creek Parkway, a distance of 4732.79 feet to point in the terminus of the dedicated Right-of-Way for Panther Creek Parkway;

THENCE with the terminus of the dedicated Right-of-Way for Panther Creek Parkway, North 00°01'06" West, a distance of 85.76 feet to a point for corner;

THENCE with the north line Right-of-Way line of Panther Creek Parkway, the following courses and distances to wit:
North 89°59'21" West, a distance of 628.00 feet to a point for corner;
North 86°13'02" West, a distance of 304.01 feet to a point for corner;
North 89°59'21" West, a distance of 150.10 feet to the **POINT OF BEGINNING** and containing 545.45 acres of land.

Bearing system based on the monuments found referenced to the City of Frisco, Texas State Plane Coordinate System, Zone 4202.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit A
Tract Three – 1,981.55 acres
(Legal Description)

BEING a tract of land situated in the Collin County School Land Survey, Abstract Number 148 in Collin County, Texas, the C. L. Smith Survey, Abstract Number 1185 in Collin and Denton Counties, Texas, the C. Rogers Survey, Abstract Number 1133, the W. Bates Survey, Abstract Number 90, the W. Bates Survey, Abstract Number 83, the M.E.P. & P. R.R. Survey, Abstract No. 941, the R. Bates Survey, Abstract Number 68, the Samuel Whittenberg Survey, Abstract Number 1510, the C. Jackson Survey, Abstract Number 665, the L. Neatherly Survey, Abstract Number 962, the L. Landrum Survey, Abstract Number 764, the J. Hogue Survey, Abstract Number 1714 in Denton County, Texas, being part of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 655, Page 260, Deed Records, Collin, Texas, being part of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 523, Page 687, Deed Records, Denton, Texas, being part of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 523, Page 681, Deed Records, Denton, Texas being part of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 653, Page 505, Deed Records, Collin, Texas, being all of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 523, Page 684, Deed Records, Denton, Texas and being more particularly described as follows:

BEGINNING at a point for corner at the apparent intersection the west Right-of-Way line of Dallas North Tollway (300 foot wide Right-of-Way at this point) and the north line of the Haun Farm tract in said deed to Bert Fields, Jr. recorded in Volume 655, Page 260, Deed Records, Collin, Texas and being in the south line of a tract of land described in deed to The Mahard 2003 Partnership, LP recorded in Volume 5670, Page 1915, Land Records, Collin, Texas and being the beginning of a curve to the right having a radius of 3124.05 feet, a central angle of 13°21'50", a chord bearing and distance of South 46°53'37" West, 727.02 feet;

THENCE along the west Right-of-Way line of said Dallas North Tollway the following courses and distances to wit:

Southwesterly, with said curve, an arc distance 728.67 feet to a point for corner;
South 53°34'33" West, a distance of 3985.51 feet to a point for the beginning of a tangent curve to the left with a radius of 3014.79 feet, a central angle of 52°44'29", and a chord bearing and distance of South 27°12'18" West, 2678.20 feet;
Southwesterly, with said curve, an arc distance of 2775.15 feet to a point for corner;
South 00°50'03" West, a distance of 157.00 feet to a point at the intersection of said west Right of Way line and the south line of said Fields tract recorded in Volume 655, Page 260, Deed Records, Collin, Texas;

THENCE with said south line and the south line of said Fields tract recorded in Volume 523, Page 687, Deed Records, Denton, Texas, South 89°59'27" West, a distance of 4732.81 feet to a point for in the east line of the Fields tract recorded in Volume 523, Page 684, Deed Records, Denton, Texas;

THENCE with said east line and the west line of a tract of land described in deed to Jim Newman and Dale Newman recorded in Document Number 2006-5361 of the Real

Property Records of Denton County, Texas and the west line of a tract of land described in deed to Darling Frisco Partners recorded in Document Number 2009-18411 of the Real Property Records of Denton County, Texas, South 00°10'29" West, a distance of 1749.88 feet to the northerly most northeast corner of Newman Village, Phase 1, an addition to the City of Frisco according to the plat thereof recorded in Cabinet Y, Page 604 of the Plat Records of Denton County, Texas;

THENCE with the north line of said Newman Village, Phase 1 and the north line of a tract of land described in deed to Centex Homes recorded in Document Number 2005-37867 of the Real Property Records of Denton County, Texas, South 89°45'54" West, a distance of 1493.51 feet to a point for the southwest corner of a tract of land described in deed to First Texas Bank recorded in Document Number 2010-92961 of the Real Property Records of Denton County, Texas;

THENCE with the east line of said First Texas Bank tract, North 00°01'27" East, a distance of 1756.23 feet to a point for corner;

THENCE with the south line of said Field tract, South 89°59'27" West, a distance of 334.60 feet;

THENCE with the west line of said Fields tract, with the east line of Lone Star High School, an addition to the City of Frisco according to the plat thereof recorded in Document Number 2009-135 of the Real Property Records of Denton County, Texas, the east line of a tract of land described in deed to the City of Frisco recorded Collin County Clerk's File Number 98-0096765 of the Real Property Records of Denton County, Texas, and the east line of a tract of land described in deed to Frisco Community Development Corporation recorded in Document Number 2007-76207 of the Real Property Records of Denton County, Texas, North 00°03'18" West, a distance of 4195.17 feet to the northeast corner of said Frisco Community Development Corporation tract

THENCE with the north line of said Frisco Community Development Corporation tract and the north line of a tract of land described in deed to Frisco Community Development Corporation recorded in Document Number 2009-124609 of the Real Property Records of Denton County, Texas, and the north line of said City of Frisco tract, South 89°07'58" West, a distance of 2333.09 feet to a point for the northeast corner of said City of Frisco tract

THENCE with the west line of said City of Frisco tract, South 00°13'02" East, a distance of 728.74 feet to a point for the northeast corner of Stafford Middle School, an addition to the City of Frisco according to the plat thereof recorded in Cabinet Y, Page 691 of the Plat Records of Denton County, Texas;

THENCE with the north line of said Stafford Middle School, South 88°27'32" West, a distance of 978.80 feet to a point for the southeast corner of a tract of land described in deed to the City of Frisco recorded in Number 2005-8199 of the Real Property Records of Denton County, Texas;

THENCE with the east line of said City of Frisco tract, North 00°36'06" West, a distance of 1529.35 feet to a point for corner;

THENCE with the north line of said City of Frisco tract, South 89°23'54" West, a distance of 1416.26 feet to a point for the northeast corner of BEC Panther Creek Substation, an addition to the City of Frisco according to the plat thereof recorded in Cabinet Y, Page 215 of the Plat Records of Denton County, Texas;

THENCE with the north line of said BEC Panther Creek Substation and the north line of a tract of land described in deed to Shiu Capital, LLC recorded in Document Number 2010-83585 of the Real Property Records of Denton County, Texas South 89°23'02" West, a distance of 1237.31 feet to a point for corner in the east Right-of-Way line of F. M. 423;

THENCE with said east Right-of-Way line, the following courses and distances to wit:

North 00°31'22" West, a distance of 310.93 feet to a point for corner;
North 07°15'23" East, a distance of 110.82 feet to a point for corner;
North 00°31'22" West, a distance of 1014.81 feet to a point for corner;
North 04°19'01" West, a distance of 75.56 feet to a point for corner;
North 00°31'22" West, a distance of 948.80 feet to a point for corner;
North 44°12'48" East, a distance of 142.07 feet to a point in the south line of a tract of land described in deed to Gary Davis recorded in Volume 779, Page 888 of the Deed Records of Denton County, Texas;

THENCE with said south line, North 89°26'33" East, a distance of 1365.95 feet to a point for the westerly most southwest corner of a tract of land described in deed to Eland Energy, Inc. recorded in Collin County Clerk's File Number 97-0032487 of the Real Property Records of Denton County, Texas,;

THENCE with the south line of said Eland Energy tract, North 89°19'46" East, a distance of 1165.71 feet to a point for corner;

THENCE with the west line of said Eland Energy tract, the following courses and distances to wit:

South 00°46'54" East, a distance of 1383.71 feet to a point for corner;
South 00°29'24" East, a distance of 790.34 feet to a point for corner;
South 01°26'09" East, a distance of 381.52 feet to a point for southerly most southwest corner of said Eland Energy tract;

THENCE with the south line of said Eland Energy tract, North 89°22'35" East, a distance of 3307.93 feet to a point for the southerly most southeast corner of said Eland Energy tract;

THENCE with the east line of said Eland Energy tract, the east line of a tract of land described in deed to Eland Energy, Inc. recorded in Collin County Clerk's File Number 98-0006864 of the Real Property Records of Denton County, Texas and the east line of a tract of land described in deed to Robert Frick recorded in Document Number 2006-62810 of the Real Property Records of Denton County, Texas, the following courses and distances to wit:

North 00°59'00" West, a distance of 2380.60 feet to a point for corner;
North 00°59'00" West, a distance of 380.80 feet to a point for corner;
North 00°44'00" West, a distance of 2058.96 feet to a point for corner;
North 00°44'00" West, a distance of 750.85 feet to a point for corner in the south Right-of-Way line of U. S. Highway 380;

THENCE with said south Right-of-Way line of U. S. Highway 380, North 88°00'33" East, a distance of 4670.08 feet to a point for the northwest corner of a tract of land described in deed to Legacy 380 Investment Partners recorded in Document Number 2004-26676 of the Real Property Records of Denton County, Texas;

THENCE leaving said south Right-of-Way line, South 01°44'33" East, a distance of 1696.54 feet to a point for the westerly most northwest corner of a tract of land described in deed to Wilpat Real Estate Partners recorded in Document Number 2004-84282 of the Real Property Records of Denton County, Texas;

THENCE with the westerly lines of said Wilpat Real Estate Partners, the following courses and distances to wit:

South 00°40'57" East, a distance of 1277.50 feet to a point for corner;
North 89°15'30" East, a distance of 1075.25 feet to a point for corner;
South 00°44'00" East, a distance of 2060.08 feet to a point for corner;
North 89°18'11" East, a distance of 3744.84 feet to a point in the west line of a tract of land described in deed to Smothermon Family Partnership recorded in Document Number 2006-97240 of the Real Property Records of Denton County, Texas;

THENCE with the west and south lines of said Smothermon Family Partnership tract, the following courses and distances to wit:

North 89°55'51" East, a distance of 68.21 feet to a point for corner;
South 00°04'09" East, a distance of 361.65 feet to a point for the southwest corner of said Smothermon Family Partnership tract;

THENCE with the south line of said Smothermon Family Partnership tract and the south line of said Mahard 2003 Partnership, LP, North 89°10'45" East, a distance of 1985.57 feet to the **POINT OF BEGINNING** and containing 1981.55 acres of land.

The 1,981.55 acre property described above is intended to be all of the property currently owned by Bert Fields, Jr. bounded by the Dallas North Tollway on the east, Panther Creek Parkway on the south, F. M. 423 on the west and U.S. Highway 380 on the north, and all of a tract of land described in a deed to Bert Fields, Jr. recorded in Volume 523, Page 684, Deed Records, Denton, Texas

EXHIBIT "B"

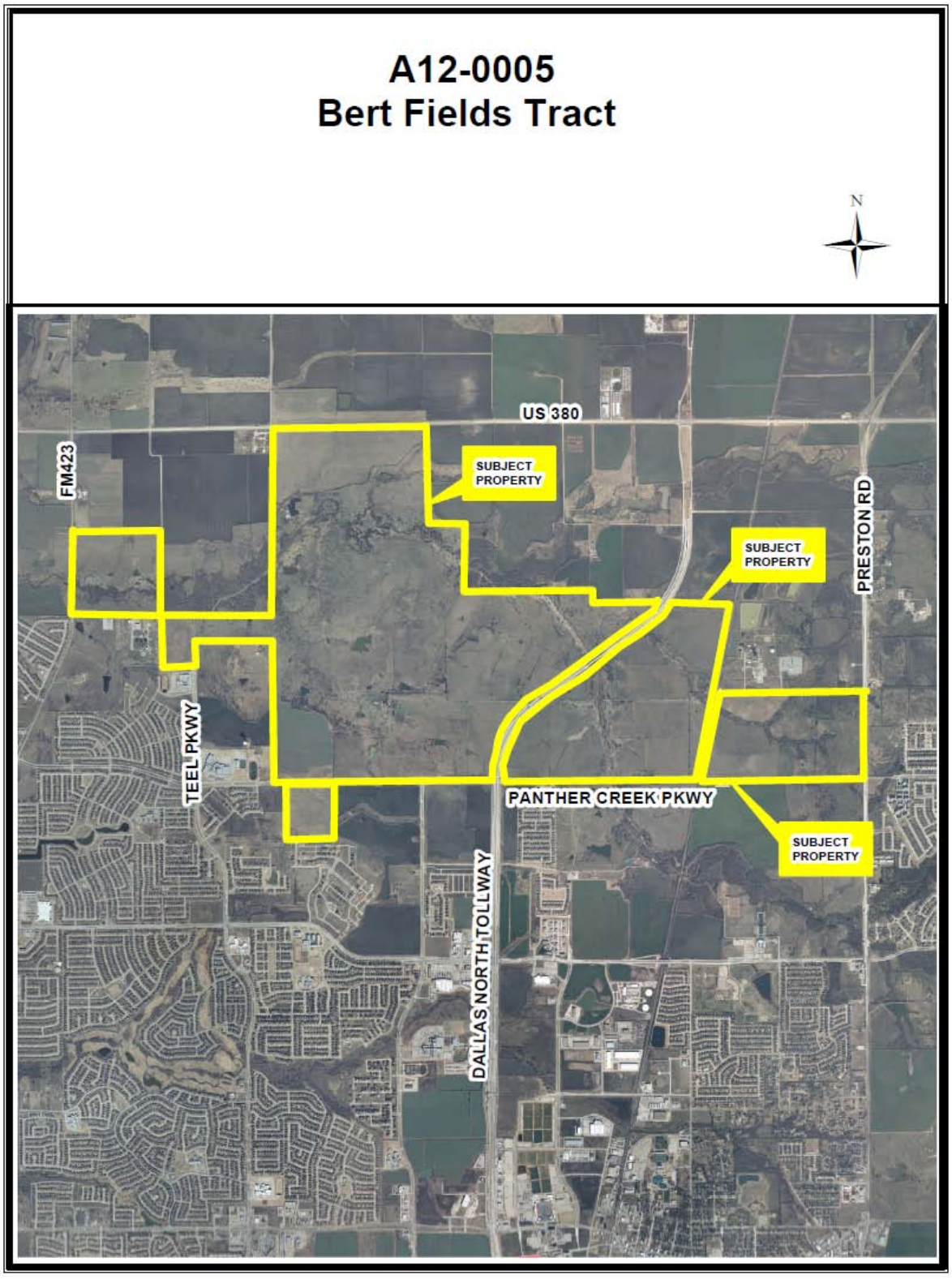

A12-0005
Bert Fields Tract
N
US 380
FM423
SUBJECT PROPERTY
SUBJECT PROPERTY
PRESTON RD
TEEL PKWY
PANTHER CREEK PKWY
SUBJECT PROPERTY
DALLAS NORTH TOLLWAY

Exhibit "C"

CITY OF FRISCO, TEXAS
SERVICE PLAN FOR ANNEXED AREA

ANNEXATION ORDINANCE NO. _____

DATE OF ANNEXATION ORDINANCE:

ACREAGE ANNEXED: 2,807.04 acres of land, more or less

SURVEY, ABSTRACT & COUNTY: Collin County School Land Survey, Abstract No. 148; the B.J. Naugle Survey, Abstract No. 669; the C. Rogers Survey, Abstract No. 1133; the W. Bates Survey, Abstract No. 90; the W. Bates Survey, Abstract No. 83; the MEP & PRR Survey, Abstract No. 921; the MEP & PRR Survey, Abstract No. 941; the C. Jackson Survey, Abstract No. 665; the Samuel Whittenberg Survey, Abstract No. 1510; the C. Jackson Survey, Abstract No. 665; the L. Neatherly Survey, Abstract No. 962; the L. Landrum Survey, Abstract No. 764; the J. Hogue Survey, Abstract No. 1714; and the C.L. Smith Survey, Abstract No. 1185, Denton and Collin Counties, Texas.

Municipal Services to the acreage described above shall be furnished by or on behalf of the City of Frisco, Texas, at the following levels and in accordance with the following schedule:

A. POLICE SERVICE

1. Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with any of the methods of the City of Frisco, Texas, extends police service to any other area of the municipality, will be provided upon the effective date of the annexation ordinance.

2. Upon ultimate development of the area, the same level of police services will be provided to this area as are furnished throughout the City.

B. FIRE SERVICES

1. Fire protection and emergency ambulance equipment by the present personnel and the present equipment of the Fire Department, within the limitations of available water and distances from existing fire stations, and in a manner consistent with any of the methods of the City of Frisco, Texas, extends fire service to any other area of the municipality, will be provided to this area upon the effective date of the annexation ordinance.

2. Upon ultimate development of the area, the same level of fire and emergency ambulance services will be provided to this area as are furnished throughout the City.

C. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES

1. Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2. Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be provided within sixty (60) days of the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3. The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4. All inspection services furnished by the City of Frisco, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5. As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of Environmental Health and Code Enforcement Services as are furnished throughout the City.

D. PLANNING AND ZONING SERVICES

The planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

E. PARK AND RECREATION SERVICES

1. Residents of this property may utilize all existing park and recreational services, facilities, and sites throughout the City, beginning upon the effective date of the annexation ordinance.

2. Additional facilities and sites to serve this property and its residents will be acquired, developed and maintained at locations and times provided by applicable plans, policies, and programs and decisions of the City of Frisco. This property will be included in all future plans for providing parks and recreation services to the City.

3. Existing parks, playgrounds, swimming pools, and other recreational facilities within this property shall, upon dedication to and acceptance by the City, be maintained and operated by the City of Frisco, but not otherwise.

F. SOLID WASTE COLLECTION

1. Solid waste collection shall be provided to the property in accordance with existing City policies, beginning upon the effective date of the annexation ordinance.

2. As development and construction commence in this property and population density increases to the property level, solid waste collection shall be provided to this property in accordance with the current policies of the City as to frequency, changes and so forth.

G. STREETS

1. The City of Frisco's existing policies with regard to street maintenance, applicable throughout the entire City, shall apply to this property beginning upon the effective date of the annexation ordinance. Unless a street within this property has been constructed or is improved to the City's standards and specifications, that street will not be maintained by the City of Frisco.

2. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Frisco with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3. The same level of maintenance shall be provided to streets within this property which have been accepted throughout the City of Frisco as is provided to City streets throughout the City.

4. Street lighting installed on streets improved to the City standards shall be maintained by either TXU Energy, Oncor, Denton County Co-Op or the appropriate Franchise holder in accordance with current City policies.

H. WATER SERVICES

1. Connection to existing City water mains for water service for domestic, commercial and industrial use within this property will be provided in accordance with existing City policies. Upon connection to existing mains, water will be provided at rates established by City ordinances for such service throughout the City.

2. As development and construction commence in this property, water mains of the City will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with the applicable City ordinances and regulations. Such extensions will be commenced within two and one-half (2 1/2) years from the effective date of the annexation ordinance and substantially completed within four and one-half (4 ½) years after that date.

3. Water mains installed or improved to City standards which are within the annexed area and are within dedicated easements shall be maintained by the City of Frisco beginning upon the effective date of the annexation ordinance.

4. Private water lines within this property shall be maintained by their owners in accordance with existing policies applicable throughout the City.

I. SANITARY SEWER SERVICES

1. Connections to existing City sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with existing City policies. Upon connection, sanitary sewer service will be provided at rates established by City ordinances for such service throughout the City.

2. Sanitary sewage mains and/or lift stations installed or improved to City standards, located in dedicated easements, and which are within the annexed area and are connected to City mains will be maintained by the City of Frisco beginning upon the effective date of the annexation ordinance.

3. As development and construction commence in this area, City sanitary sewer will be extended in accordance with provisions of the Subdivision Ordinance and other applicable City ordinances and regulations. Such extensions will be commenced within two and one-half (2 1/2) years from the effective date of the annexation ordinance and substantially completed within four and one-half (4 ½) years after that date.

J. MISCELLANEOUS

1. Any facility or building located within the annexed area and utilized by the City of Frisco in providing services to the area will be maintained by the City of Frisco commencing upon the date of use or upon the effective date of the annexation ordinance, whichever occurs later.

2. General municipal administration and administrative services of the City shall be available to the annexed area Frisco beginning upon the effective date of the annexation ordinance.

3. Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

4. The Service Plan is valid for ten (10) years from the effective date of the Ordinance.

AGENDA ITEM #30.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **5/21/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance rezoning 17.1± acres on the north side of Eldorado Parkway, 650± feet east of Teel Parkway from Planned Development-218-Office-1 to Single Family-7. Neighborhood #48. Zoning Case Z12-0003.**

Action Requested: The City Council is asked to adopt the Ordinance.

Background Information: The City Council held a public hearing on the request at their May 1, 2012 meeting and directed staff to prepare an Ordinance.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their April 10, 2012 meeting and recommended approval of the request.

Alternatives: The City Council can:
- Approve the ordinance;
- Approve the ordinance with modifications;
- Deny the ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office has prepared the Ordinance.

Supporting Documents:
- City Council Outcome Memo dated May 2, 2012.
- Ordinance.

Staff Recommendation: Recommended for adoption.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

May 2, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the City Council meeting, May 1, 2012

Public Hearing - Zoning: Villas at Belle Creek (Z12-0003)
Owner(s): G.R. Arthur, LTD.

Description:
A request to rezone 17.1± acres on the north side of Eldorado Parkway, 650± feet east of Teel Parkway from Planned Development-218-Office-1 to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #48.

Result/Action:

Approved: 4-0 (Johnson & Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance.

MW/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, REPEALING ORDINANCE NO. 08-08-70 AND AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING A TRACT OF LAND CONSISTING OF 17.04 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J. HAWKINS SURVEY, ABSTRACT NO. 579, THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 921, AND THE L. MORRELL SURVEY, ABSTRACT NO. 863, IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS, HERETOFORE ZONED PLANNED DEVELOPMENT-218-OFFICE-1 (PD-218-O-1), IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF SINGLE FAMILY-7 (SF-7); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Frisco, Texas ("Frisco") to repeal Frisco Ordinance No. 08-08-70 in its entirety and replaced with this Ordinance; and

WHEREAS, the City Council has further investigated and determined that it would be advantageous and beneficial to the citizens of Frisco to amend Frisco's Zoning Ordinance No. 11-04-09 as provided herein; and

WHEREAS, Frisco has received a request from G.R. Arthur, LTD (the "Applicant"), to rezone 17.04 acres of land, more or less, situated in the J. Hawkins Survey, Abstract No. 579, the M.E.P. & P.R.R. Survey, Abstract No. 921, and the L. Morrell Survey, Abstract No. 863, in the City of Frisco, Denton County, Texas; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and from set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Repeal Ordinance No. 08-08-70. Frisco Ordinance No. 08-08-70 is repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. 08-08-70 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 08-08-70 occurring before the effective date of this Ordinance.

SECTION 3: Amendments to the Zoning Ordinance No. 11-04-09. Zoning Ordinance No. 11-04-09 is hereby amended as follows: The zoning designation of the below-described property containing 17.04 acres of land, more or less, situated in the J. Hawkins Survey, Abstract No. 579, the M.E.P. & P.R.R. Survey, Abstract No. 921, and the L. Morrell Survey, Abstract No. 863, in the City of Frisco, Denton County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Single Family-7. The Property as a whole and the boundaries are more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on **Exhibit "A-1",** attached hereto.

Except as amended by this Ordinance, the development of the Property must comply with the requirement of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 4: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 5: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 6: Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid

SECTION 8: Savings/Repealing Clause. Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the

repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 5th day of June, 2012.

MAHER MASO, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney Kuykendall, City Attorneys

Dates of Publication: _____, *Frisco Enterprise*

Exhibit "A"

WHEREAS G.R. Arthur, LTD is the owner of a 17.037 acre tract of land situated in the J. Hawkins Survey, Abstract No. 579, the M.E.P. & P.R.R. Co. Survey, Abstract No. 921 and the L. Morrell Survey, Abstract No. 863, in the City of Frisco, Denton County, Texas, and being a part of that certain tract of land described by deed to G.R. Arthur, Ltd., as recorded in Document No. 2007-69678 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at an aluminum disk found for the northeast corner of a right-of-way dedication to the City of Frisco for widening Farm to Marked Road No. 2934 (also known as "Eldorado Parkway") as described in Document No. 2005-130632, R.P.R.C.C.T., same point being the southeast corner of the herein described tract, same point being in the west line of a tract of land described by deed to Deane Newman, as recorded in Document No. 2006-134073, R.P.R.D.C.T.);

THENCE South 89 degrees 07 minutes 19 seconds West, along the north line of said Eldorado Parkway, a distance of 564.73 feet to a 5/8 inch iron rod with cap marked "TxDOT" found for the beginning of a curve to the right with a radius of 2815.00 feet and whose chord bears South 89 degrees 50 minutes 05 seconds West, a distance of 70.03 feet;

THENCE continuing with the north line of said Eldorado Parkway and with said curve to the right, through a central angle of 01 degrees 25 minutes 32 seconds, an arc length of 70.03 feet to a 5/8 inch iron rod with cap marked "TxDOT" found for corner;

THENCE North 89 degrees 27 minutes 09 seconds West, continuing with the north line of said Eldorado Parkway, a distance of 30.07 feet to an aluminum disk found in the east line of a tract of land described by deed to DFW RE Investments, as recorded in Document No. 2004-134047, R.P.R.D.C.T.;

THENCE along the east line of said DFW RE Investments tract the following courses and distances:

North 11 degrees 00 minutes 17 seconds East, a distance of 203.83 feet to a 5/8 inch iron rod found for corner;

North 20 degrees 01 minutes 12 seconds East, a distance of 188.76 feet to a ½ inch iron rod with cap marked "J. E. Smith No. 3700" found for corner;

North 01 degrees 21 minutes 56 seconds West, a distance of 492.21 feet to a ½ inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner in the south line of Knolls at Frisco, Phase 1, an addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet X, Page 953 of the Plat Records of Denton County, Texas;

THENCE along the south line of said Knolls at Frisco, Phase 1, the following courses and distances:

North 89 degrees 03 minutes 19 seconds East, a distance of 401.33 feet to a ½ inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

South 01 degrees 02 minutes 24 seconds East, a distance of 41.01 feet to a 3/8 inch iron rod found for corner;

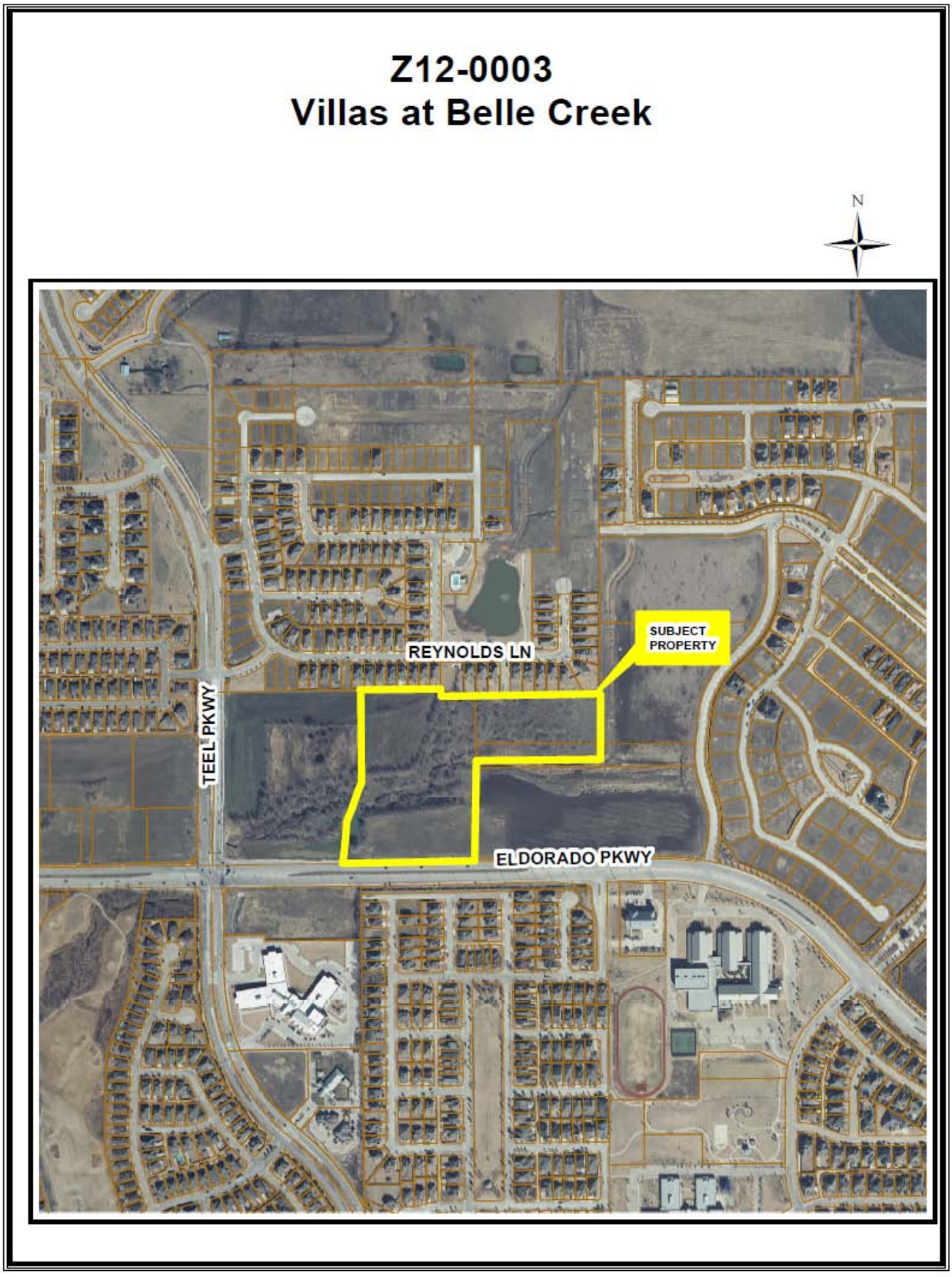
North 89 degrees 01 minutes 39 seconds East, a distance of 804.45 feet to a ½ inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner in the west line of a tract of land described by deed to Frisco Independent School District, as recorded in Document No. 2006-34212, R.P.R.D.C.T., same being the southeast corner of said Knolls at Frisco, Phase 1;

THENCE South 00 degrees 14 minutes 50 seconds East, along the west line of said Frisco Independent School District tract, a distance of 370.00 feet to an "X" set on a manhole cover for corner in the north line of said Newman tract;

THENCE South 89 degrees 22 minutes 54 seconds West, along the north line of said Newman tract, a distance of 626.50 feet to an "X" set on a manhole cover for corner;

THENCE South 01 degrees 03 minutes 15 seconds West, along the west line of said Newman tract, a distance of 463.53 feet to the **POINT OF BEGINNING** and containing a total of 17.037 acres of land more or less, and being subject to any and all easements that may affect.

Exhibit "A-1"


Z12-0003
Villas at Belle Creek
N
SUBJECT PROPERTY
REYNOLDS LN
TEEL PKWY
ELDORADO PKWY

AGENDA ITEM #31.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
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WWW.FRISCOTEXAS.GOV

To: **Honorable Mayor and City Council Members**

Thru: **George Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services
Jeremy Starritt, Environmental Services Manager

From: **Greg Carr, Code Enforcement**
Steve Covington, Building Official

Date: **June 05, 2012**

Subject: **Consider and act upon the adoption of a fence ordinance.**

Action Requested: City Council approval of a fence ordinance consolidating fencing requirements in one section for the public's convenience and staff administration.

Background Information: A fence that is in disrepair, is badly leaning, or falling down has a negative effect on surrounding properties, especially when someone is trying to sell their home, and on an entire neighborhood. Fence repair/replacement is one of the larger expenses in home maintenance.

Current fence regulations are found in several different codes. Building codes published by the International Code Council are proprietary and not readily available to the public. Incorporating all fence construction and maintenance requirements in one ordinance makes it easier for residents and contractor's to know the fence requirements.

The proposed fence ordinance consolidates existing standards and includes some new provisions to improve clarity. These include:

> Defining what is a repair. A repair is defined as where materials do not exceed fifty percent of the fence and does not change the scope, location or dimensions of the fence. No permit is needed for repair. Previous ordinances did not clearly define when a permit was needed. Common practice was when more than two sections (normally sixteen feet) was replaced a permit was needed. This is not practical with Texas winds as they will knock down a complete side of fence. A permit shouldn't be needed to replace what had been blown down as long as it isn't over 50% of the fence.
>
> Revocation of a contractor's license. There have been numerous incidents with contractors not acquiring a fence permit. A section has been added to allow the revocation of a contractor's license who commits repeated violations. An appeals process is included.

Placement of finished side of fence towards public view. Fences that are parallel to a public street shall have the wood side of the fence showing with the supporting posts, runners and braces on the inside of the fence. Alleys are not considered public streets. There are provisions for residents that want to build an upgraded fence. Examples of an upgraded fence are attached.

Access for residential garbage collection. This has been a request for some time from Environmental Services. Residents must provide a location for the collection of garbage and recycling.

Wooden fence standards. This is a new section and addresses one of the biggest problems that code enforcement faces in neighborhoods. This section requires the use of metal fence posts in the future. It would not affect current fences unless they replace more than 50% of the fence. Wooden fence posts quickly deteriorate affecting the structural integrity of the fence, especially with high winds. Steel posts last longer and do not deteriorate and therefore are structurally more sound than wooden posts. Examples of wind damaged fences are attached.

Maintenance standards. This is a new section that provides standards and guidelines for maintenance of fences.

Board Review/Citizen Input: A meeting was held with HOA management company personnel on December 16, 2011. We received several responses. All were supportive with most wanting stricter requirements.

The ordinance was provided to the Frisco Home Builders Association and fence contractors for review period of five weeks. There were no comments received.

Alternatives: City Council could:

- Approve as submitted;
- Approve with conditions;
- Table for further consideration; or
- Deny.

Financial Considerations: There is no anticipated financial impact to the City. Improved standards will impact residents by requiring less maintenance. Improved standards will reduce the work load of enforcement staff that deal with fences that are blown down.

Legal Review: The City Attorney's office has prepared the ordinance.

Supporting Documents:

- Ordinance
- Exhibit A
- Examples

Recommendation: Staff recommends approval.

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, ADOPTING ARTICLE IX (FENCE REGULATIONS) TO CHAPTER 18 (BUILDINGS AND BUILDING REGULATIONS) OF THE FRISCO CODE OF ORDINANCES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has investigated and determined that it is necessary to regulate fences within the city limit; and

WHEREAS, the City Council has investigated and determined that it will be advantageous, beneficial and in the best interest of the citizens of the City of Frisco, Texas ("Frisco") to adopt fence regulations to Chapter 18 (Buildings and Building Regulations to Frisco's Code of Ordinances; and

WHEREAS, the City Council has determined that it is necessary to enact this Ordinance to protect the health and welfare of its residents; and

WHEREAS, the City Council has investigated and determined that in order to most effectively make the additions, deletions and amendments necessary to Frisco's Code of Ordinances, Chapter 18 (Buildings and Building Regulations), it is in the best interest of the citizens of Frisco to adopt this ordinance by adding Article IX (Fence Regulations).

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to Frisco's Code of Ordinances, Chapter 18 (Buildings and Building Regulations) of Frisco's Code of Ordinances to add Article IX (Fence Regulations). Chapter 18 (Buildings and Building Regulation) of Frisco's Code of Ordinances is hereby amended for the sole purpose of adopting new fence regulations as set forth in **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

SECTION 3: Penalty Provision. Any person, firm, corporation or entity violating this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: **Savings/Repealing Clause.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinance shall remain in full force and effect.

SECTION 5: **Severability.** Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this ____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTESTED AND CORRECTLY RECORDED:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Joplin, P.C.
Courtney A. Kuykendall, City Attorneys

Dates of Publication: _____, *Frisco Enterprise*

Exhibit "A"

Article VIII. FENCE ORDINANCE

Sec. 18-472 Purpose.
This Chapter provides uniform standards for the erection and maintenance of fences. All fences in this Chapter shall be erected and maintained in accordance with these standards. The general objectives of these standards are to promote health, safety, welfare, convenience and enjoyment of the public, and in part to achieve the following:

Safety. To promote the safety of persons and property by providing that fences do not:

- **A.** Create a hazard due to collapse, fire, decay or abandonment;
- **B.** Obstruct firefighting or police observation ability;
- **C.** Create traffic hazards by confusing or distracting pedestrians or motorists; or
- **D.** Become obstacles that hinder the ability of pedestrians, bicyclists or motorists to read traffic Signs.

Sec. 18-473 Jurisdiction.

This article shall apply in all zoning districts within the city.

Sec. 18-474 Definitions.

For the purposes of this Ordinance, the following words and phrases will have the meanings respectively ascribed to them by this section:

Approved fence materials - materials normally manufactured for, used as, and recognized as, fencing materials such as: wrought iron or other decorative metals suitable for the construction of fences, fired masonry, concrete, stone, metal tubing, wood planks, chain link and vinyl composite manufactured specifically as fencing materials. Fence materials must also be materials approved for exterior use that are weather and decay-resistant. The provisions of this Ordinance are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved by the Chief Building Official, or his designee. An alternative material, design or method of construction shall be approved where the Chief Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this Ordinance in quality, strength, effectiveness, fire resistance, durability and safety.

Chief Building Official - the City of Frisco Chief Building Official of Development Services or designee.

City - the City of Frisco.

Code - the Code of Ordinances of the City of Frisco, Texas.

Dilapidated fence - a fence which is decayed, deteriorated, or has fallen into partial ruin.

Director of Engineering Services – The person(s) so designated by the City Manager to provide oversight for and have responsibility of the Engineering Services Department.

Easement - A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.

Fence- An artificially constructed barrier enclosing, separating, or screening areas of land, serving as a boundary, a means of protection, a buffer, a decorative element, a means of visually modifying the view, and/or for confinement. Except where otherwise required in this Code, regulations governing the height, location and opacity of fences also applies to walls, hedges or landscaping used in lieu of a fence or in combination with a fence. A fence is any part of a fence including the base, footings, supporting columns, post, braces, structural members, or any other of its appendages.

Fence Contractor - a person, who for remuneration, erects, maintains, constructs, or reconstructs a fence on the premise of another. It does not mean the owner who owns or leases the premises on which the fence is located.

Fence Contracting - engaging in the business of erecting, maintaining, constructing, or reconstructing fences for which a permit is required.

Front Yard - a yard located in front of the front elevation of a building and extending across a lot between the side yard lines and being the minimum horizontal distance between the front property line and the outside wall of the main building.

Lot, Corner - a lot which has at least two (2) adjacent sides abutting for their full lengths on a street, provided that the interior angle at the intersection of such two (2) sides is less than one hundred thirty-five degrees (135°).

Lot, Depth - The mean horizontal distance between the front and rear lot lines.

Lot, Interior- A lot other than a corner lot.

Lot, Key- a corner lot that is so designed that the lots located directly behind it face the side street of the corner lot and are not separated by an alley.

Opacity - is the degree of openness which light or views are blocked measured perpendicular to the fence for each fence section between supports.

Public Right-of-Way (ROW) - A use of land dedicated by plat or metes and bounds to and for use by the public, which is separate and distinct from the lots and parcel abutting it, and which is not included within the dimensions or areas of such lots or

parcels. Generally describes an area used for the provision of streets and utilities. Unless otherwise specified, the term right-of-way shall refer to a public right-of-way.

Rear Yard – The area extending across the rear of a lot measured between the lot lines and being the minimum horizontal distance between the rear lot line and the rear of the outside wall of the main building. On both corner lots and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard.

Repair – a repair to a fence shall be defined as maintenance to a fence where replacement of materials does not exceed fifty (50%) percent of the fence and does not change the scope, location or dimensions of the fence. Repairs shall be made using the same material, or material with comparable composition, color, size, shape and quality of the original fence to which the repair is being made.

Residential District - a district where the primary purpose is residential use and is defined in the comprehensive zoning ordinance excluding multi-family.

Retaining Wall - a wall not laterally supported at the top that resists lateral soil loads and other imposed loads.

Screening – a method of visually modifying the view of a structure, building, feature or use by methods such as fencing, walls, berms, densely planted vegetation or a combination of these methods.

Screening Wall - a wall or architectural extension that may be part of the structure or a standalone feature that screens from view the interior of a property so that visibility through the wall shall be prevented from the exterior side of the wall or architectural extension.

Setback - the distance from the property line or the right-of-way line of all streets adjacent to the premises on which a fence is located to the part of the fence closest to the property line or right-of-way line.

Side Yard – The area between the building and side line of the lot and extending from the front lot line to the rear lot line and being the minimum horizontal distance between a side lot line and the outside wall of the side of the main building.

Street – any dedicated public thoroughfare that affords the principal means of access to abutting property.

Vision or Visibility Triangle - the corner visibility triangle is defined at an intersection by extending the two ROW lines from their point of intersection to a distance. These two points are then connected with an imaginary line to form the corner visibility triangle as shown in Figure 1. If there are no curbs existing, then the triangular area shall be formed by extending the property lines for distance of thirty feet (30') from their point of intersection.

Yard - an open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward. In measuring a yard for the purpose of determining the width of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the lot line and the main building shall be used.

Sec. 18-475 Permits.

A. Required. It is unlawful for any person to construct, repair, replace, or cause to be constructed, repaired, or replaced, a fence or any part of a fence in the city without first obtaining a fence permit from the Chief Building Official. No permit is required for repairs as defined by this Ordinance.

B. Unlawful securing of permits. No registrant under this ordinance shall for any purpose allow its registration, by name or any other identification, to be transferred to, assigned to, or in any manner directly or indirectly used by, any person, and corporation or business entity other than the one to whom the registration was issued.

C. Approved plans. The application, plans, specifications, computations and other data filed by an applicant for a permit shall be reviewed by the Development Services Department. When a permit is submitted where plans are required, the Chief Building Official or his designee shall endorse in writing or stamp the plans and specifications "Reviewed." Such reviewed plans and specifications shall not be changed, modified or altered by any person without authorization from the Chief Building Official or his designee, and a person shall do work regulated by this Ordinance in accordance with the approved plans.

D. Expiration. Every permit issued shall become invalid unless the work authorized by such permit is commenced within one hundred and eighty (180) days after its issuance, or if the work authorized by such permit is suspended, abandoned or lacks the required, by the inspections department, inspections for a period of one hundred and eighty (180) days after the time the work is commenced. The Chief Building Official or his designee may extend the time for action by the applicant for a period not to exceed ninety (90) days on written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No applications shall be extended more than once. Changes, alterations, or adjustments in the permit or in the work authorized by the issuance of the permit, after it has been issued, shall not extend the original expiration date established upon the original issuance of the permit.

E. Suspension or revocation. The Chief Building Official or his designee may, in writing, suspend or revoke a permit issued under the provisions of this Ordinance when the permit was issued in error, on the basis of incorrect information, or in violation of any applicable law.

F. Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations is not a permit for, or an approval of, any violation of any of the provisions of this Ordinance or of any other city ordinance. Permits presuming to give authority to violate or cancel the provisions of this Ordinance or any other city ordinance are not valid.

G. Construction documents. Construction documents, special inspection and structural observation programs, and other data shall be submitted in one or more sets, as required by the Chief Building Official, with each application for a permit. When required by the Chief Building Official or his designee the applicant shall also provide additional information as required by the building code. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the Chief Building Official is authorized to require additional construction documents to be prepared by a registered design professional: Exception: The Chief Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this code.

H. Availability of plans. One set of approved plans, specifications, and a copy of the permit shall be made available, by the applicant, for inspection of the work authorized by the permit. The said set of approved plans, specifications and permit shall be kept on the work site by the applicant during the construction process.

I. Other laws. The owner or the owner's authorized agent who applies for a permit to construct a fence must comply with all the requirements of this Ordinance and the requirements of the building code. The provisions of this Ordinance shall not be deemed to nullify any provisions of local, state of federal law.

Sec. 18-476. Contractor's registration required.

A. It is unlawful for any person to engage in the business of fence contracting without a valid contractor's registration. Property owners are not required to register as a contractor.

B. The Chief Building Official shall establish procedures, forms and standards with regard to the content, format and number of copies of information constituting an application for a contractor registration.

C. Every contractor registration provided for in this code shall expire one (1) year, following the date of its issuance, and shall be renewed by the Chief Building Official upon application.

Sec. 18-477 Contractor's license; revocation.

A. The Chief Building Official or his designee may revoke or suspend a fence contractor's registration for either of the following reasons:

1. The registrant violates the requirements of this ordinance twice within a twelve (12) month period.
2. The registrant fails to obtain permits and/or inspections twice within a twelve (12) month period.

B. A contractor whose registration has been revoked or suspended may be reinstated by the Chief Building Official or the Construction Board of Appeals on an appeal. The registration may only be reinstated if the contractor corrects all violations and pays all applicable fees.

Sec. 18-478 Appeal process for registration suspension.

A. Building official's order, requirement, decision or determination. Appeals from an order, requirement, decision or determination of the building official shall be made in writing to the City Manager's office within seven working days of the order, requirement, decision or determination of the Chief Building Official. The City Manager shall notify the Chief Building Official and the appellant of the placement of the appeal on the first available Construction Board of Appeals agenda in compliance with the Texas Open Meetings law.

B. Board's decision. Appeals from a decision of the board shall be made in writing to the City Council within seven working days of the written decision of the board. The City Secretary shall notify the Chief Building Official and the appellant of the placement of the appeal on the first available City Council agenda in compliance with the Texas Open Meetings law. The decision of the City Council is final.

Sec. 18-479 Application for Permit.

A. Any person making application for a fence permit shall complete a permit application, provided by the Chief Building Official or his designee. The Chief Building Official shall establish procedures, forms and standards with regard to the content, format and number of copies of information constituting an application for a contractor registration.

B. Expiration of plan review. Application for which no permit is issued within ninety (90) days following the date of application shall expire by limitation, and plans and other data submitted for review may be returned to the applicant or destroyed by the Chief Building Official. The Chief Building Official may extend the time for action by the applicant for a period not exceeding ninety (90) days on written request by the applicant showing that circumstances beyond the control

of the applicant have prevented action from being taken. No applications shall be extended more than once.

C. Contractor submittal requirements:

All permit applications applied for by a contractor for work or installations are required to have:

1. Written and signed statement from the homeowner, and/or
2. Copy of a contract (or agreement) signed and 'dated' by both parties; the homeowner and contractor.

D. Licensed subcontractor requirements:

When the proposed scope of work requires licensed subcontractor(s), the application must include:

1. Written, dated, and signed statement from the subcontractor, and/or
2. Copy of a contract (or agreement) signed and 'dated' by both parties; subcontractor, contractor and/or homeowner.

Permits will not be processed without contractor and homeowner written validation.

Sec. 18-480 Fees.

A. Investigation. When a person begins any work for which a permit is required by this Ordinance without first obtaining a permit, the permit application fee shall double to be equal to the amount of the permit fee whether or not a permit is issued before the Chief Building Official may issue a permit for the work. Payment of the fee shall not exempt any person from compliance with all other provisions of this Ordinance nor from any penalty prescribed by law.

B. Permit fees. Permit fees shall be designated by the City Consolidated Fee Schedule.

Sec. 18-481 Encroachment on public property.

No person shall construct a fence, guy wire, brace or any fence post upon, or into public right-of-way or property that the City or the general public has dominion and control over, owns or has an easement over, under, around or through.

Sec. 18-482 Fence not to create a traffic hazard.

It is unlawful to erect, maintain, suffer or permit any fence on any corner lot in such a manner as to create a traffic hazard or restrict visibility. Failure of the owner, agent or occupant to remove such obstruction within the specified time limit required on the receipt of notice to do so is a violation of this Ordinance.

Sec. 18-483 General Requirements

A. No fence material shall be used to construct a fence except for those listed and regulated in this chapter or other city ordinances.

B. Fence sections essentially parallel with a public street shall have their back side (the side with the exposed posts and rails) oriented to the interior of the residential lot to minimize their exposure to the public. Exception: Posts and rails may be oriented to the exterior of the residence when concealed within construction that is consistent with and complementary to the construction of the fence. Visual depictions of construction shall be required for review of appearance prior to issuance of a permit.

C. No fence shall be erected on public right-of-way, within any drainage easement, or Visibility, Access & Maintenance Easements unless otherwise authorized by the Director of Engineering Services.

Sec. 18-484 Residential Zoning District Regulations.

This article shall apply in all residential zoning districts within the city.

Sec. 18-484.1 Height Limitation.

A. Rear yard. It is unlawful for any person to construct, erect, maintain, suffer, or permit a fence in any rear yard or along any rear yard lot line which fence exceeds eight (8') feet in height as defined in subsection 18-497.

Decorative gate embellishments are allowed. They shall not exceed the height of the fence by more than two (2') feet.

B. Side yard. It is unlawful for any person to construct, erect, maintain, suffer, or permit a fence in any side yard or along any side yard lot line which fence exceeds eight (8') feet in height as defined in subsection 18-497

Sec. 18-484.2 Construction in front yards.

A. All fences constructed in the front yard of a residential property shall:
1. Be no taller in height than forty-eight (48") inches as defined in subsection 18-497.
2. Allow minimum fifty (50%) percent opacity.
3. Not impede the vision triangle.
4. Not allow vertical support posts and gates to extend more than four (4") inches above the top of the fence intersection.

B. Decorative Gates. A decorative gate over four (4') feet in height in the front yard requires the approval of the Chief Building Officials or designee.

C. Key Lots. There are special restrictions for fences on key lots.

1. Refer to Figure 1 along with the definition in the definitions section for an explanation of a key.
2. A fence, not exceeding four (4) feet in height, may be located up to the property line of the side of the house on a key lot.
3. A fence, not exceeding eight (8) feet in height, may be located at the setback line (front yard setback shall be used for key lots) as defined by Zoning Ordinance as it is currently written or may be amended. It is the property owner's responsibility to ensure proper setbacks are maintained.
4. Figure 2 illustrates the difference between property lines and setback lines for determining fence locations for key lots.



Figure 1. Determining if a lot is a key lot

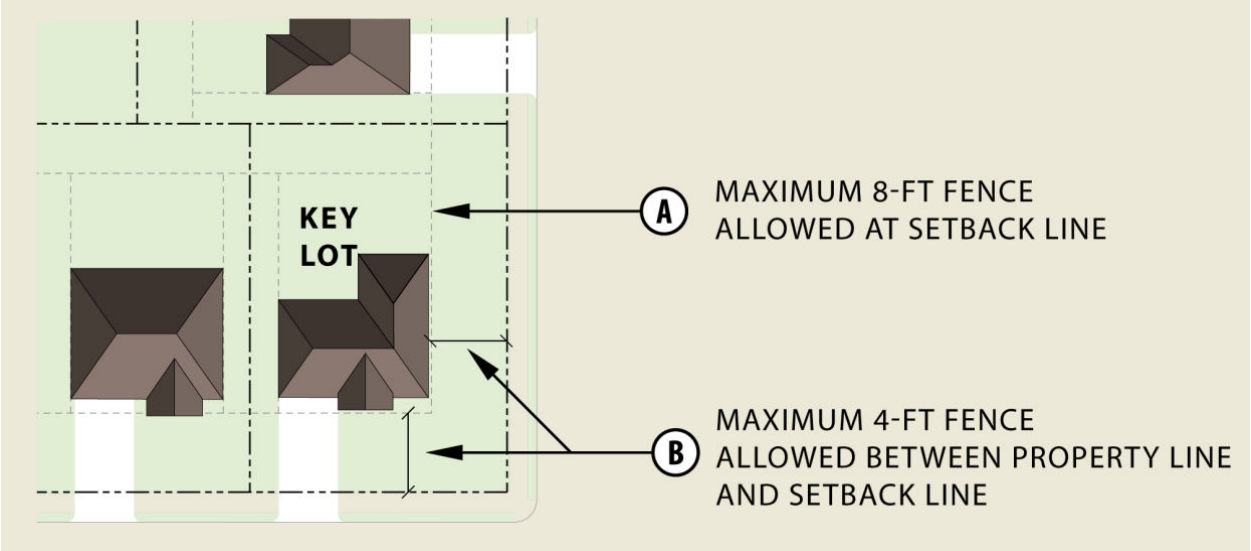


Figure 2. Locating fences on key lots

Sec. 18-484.3 Temporary fences.

Temporary fences are prohibited in residential districts, except where required by Code for construction, excavation or life safety issues.

Sec. 18-484.4 Sight Visibility Triangle.

The corner visibility triangle is defined at an intersection by extending the two ROW lines from their point of intersection to a distance as shown. These two points are then connected with an imaginary line to form the corner visibility triangle. If there are no curbs existing, then the triangular area shall be formed by extending the property lines for a distance of thirty feet (30') from their point of intersection. A fence on the corner of a major thoroughfare must have a 40 ft x 40 ft visibility triangle.

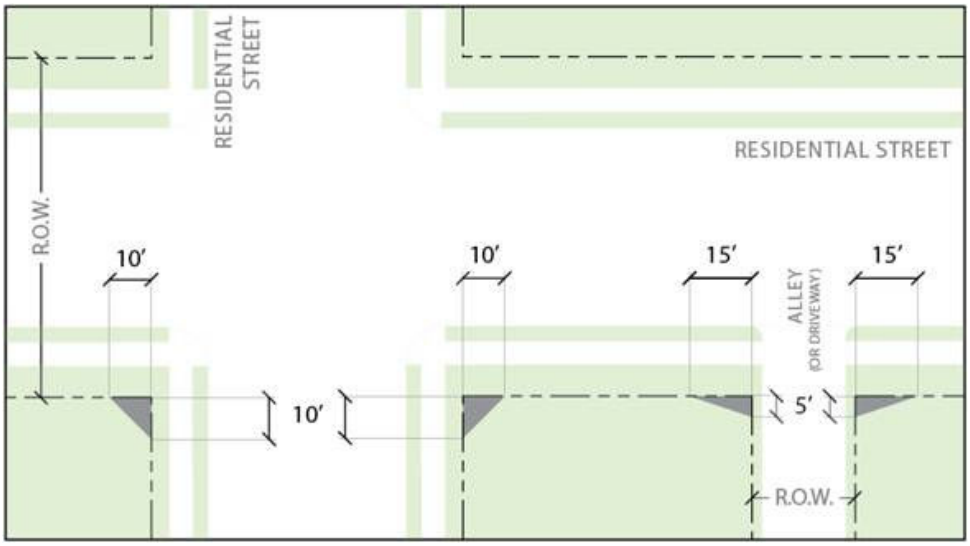


Figure 3. Visibility Triangles

Sec. 18-484.5 The following types of fences are prohibited in a residential district.

It is unlawful for any person to erect, maintain, or permit a fence that;

- **A.** Is electrically charged in any manner, except single-strand wires designed to conduct electricity through an approved low-voltage regulator shall be allowed along the fence's interior for the purposes of securing pets within a fenced yard.
- **B.** Has barbed wire in or on it.
- **C.** Has concertina wire in or on it.
- **D.** Has razor wire in or on it.
- **E.** Has in it or on it barbs, projections, broken glass, or anything reasonably capable of causing harm to persons or animals.

Sec.18-484.6 Perimeter Walls

Where a fence intersects a screening wall and the height of the fence exceeds the height of the screening wall, the height of the fence shall transition to the height of the screening wall over a distance of twenty (20') feet.

Exception: The Chief Building Official may make exceptions to the twenty (20') feet transition where terrain and lot orientation does not allow for an orderly transition. Visual depictions of construction shall be required for review prior to issuance of a permit.

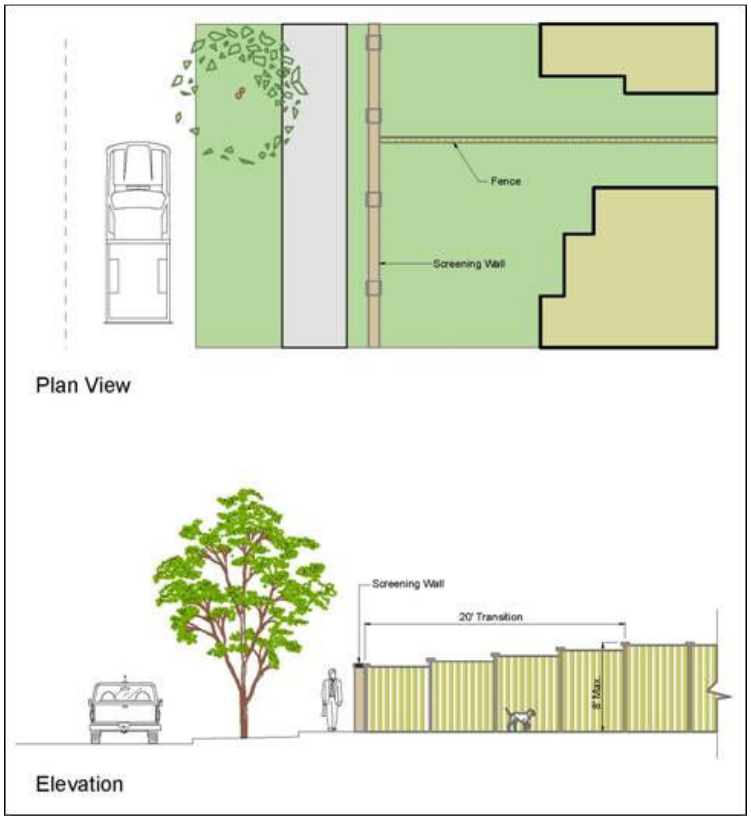


Figure 4. Connecting to perimeter walls

Sec. 18-484.7 Access for Residential Garbage Collection.

A. Access must be maintained upon a residential lot for the access and collection of trash and recycling containers.

B. Residential lots that enclose the driveway with a gate shall;

1. Provide a separate area where trash and recycling containers are accessible for collection as approved by the Environmental Services Division, or
2. Leave the gate open on collection days so that trash and recycling containers are accessible for collection.
3. Residents that wish to install a gate and do not provide a separate accessible area for trash and recycling containers must complete a waiver that they understand that failing to leave the gate open for collection can be a reason for denial of service.

C. Residential lots that do not provide an accessible location for the collection of refuse containers may be refused service.

D. Residential lots with a pool shall have an interior fence as required by code to protect access to the pool if a gate has to be left open for collection of trash and recycling containers.

Sec 18-484.8 Determining fence height and opacity

A. Measurement. Fence height is measured to include the body of the fence, plus allowing a maximum of six (6”) inches (on average between posts) above the natural grade (i.e., for drainage purposes). Fence posts are permitted to extend a maximum of four (4”) inches above the body of the fence. Columns are permitted to extend a maximum of twelve (12”) inches above the body of the fence.

B. Elevations. In the event that the fence height has been elevated through the use of a retaining wall, the fence height is measured from the ground level at the highest point as shown below. The creation of a berm or other method for the primary purpose of increasing the elevation of the fence is not allowed.

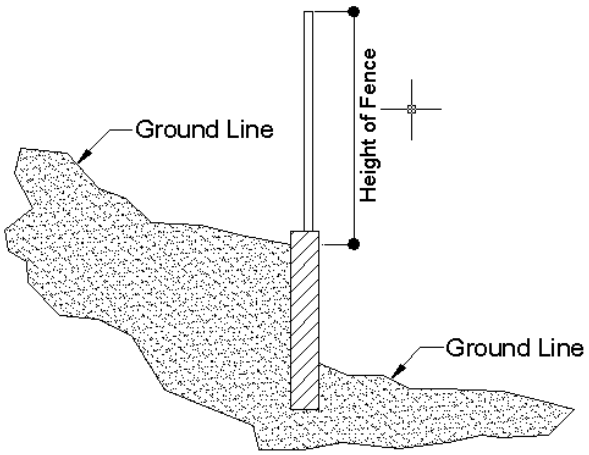


Figure 5. Determining fence height

C. Opacity – is the degree of openness which light or views are blocked measured perpendicular to the fence for each fence section between supports.

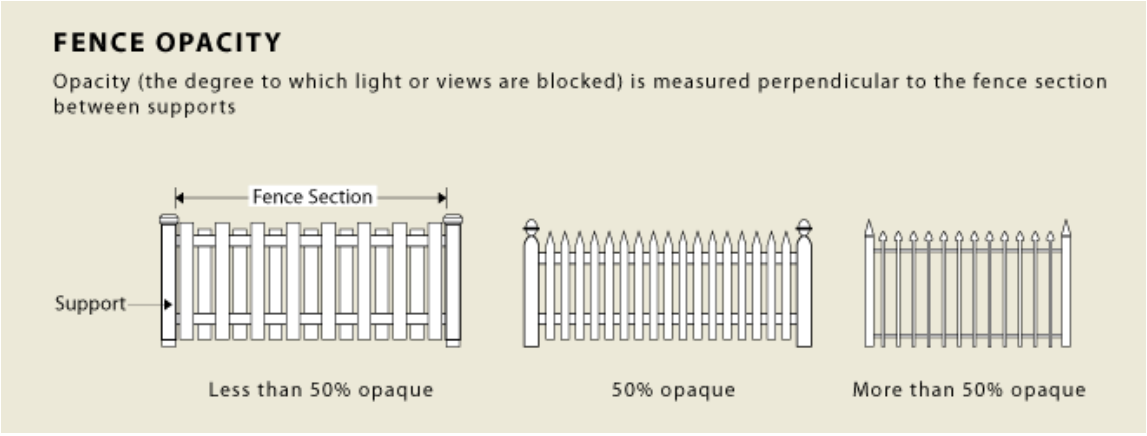


Figure 6. Opacity of fences

Sec. 18-485 Non Residential Zoning Districts.

A. Fences constructed in non residential zoning districts must meet requirements found in the zoning ordinance.

B. Height Restrictions. A fence in a non residential zoning district may not exceed eight (8') feet in height nor be less than six (6') feet in height and meet the requirements of the Zoning Ordinance as it currently exists or may be amended.

C. Fences in districts zoned Agricultural or Industrial may also contain the following material:

1. Fence arms
2. Barbed wire as accessory to other fencing material
3. Razor wire with special applications
4. Chain Link
5. Other material that may be approved for use in that district by the Chief Building Official or his/her designee unless approved by a site specific zoning case or approved by a variance.
6. Fences on parcels used for Agricultural purpose may contain barbed wire or other material approved by the Chief Building Official or his/her designee.

Sec. 18-486 Fire hydrant and utility clear zone.

A. Any area three (3') feet in radius around any fire hydrants and fire hose connections must be kept free of any fencing that could impede access to or use of the hydrant or fire hose connection.

B. A fence must not impede access to public utilities or metering devices.

Sec. 18-487 Fences in floodways.

Fences are not permitted in floodway areas as designated on FEMA's flood boundary and floodway map.

Sec. 18-488 Drainage.

A fence must not adversely affect drainage or create debris build-up.

Sec. 18-489 Conflicts between this Ordinance and zoning regulations.

In all cases of conflict between this Ordinance and the zoning regulations of the city, including but not limited to the Zoning Ordinance, as amended, concerning construction and maintenance of fences, the most restrictive shall prevail. In all cases of conflict between this Ordinance and any planned development ordinance, the planned development ordinance shall prevail.

Sec. 18-490 Fence construction and materials.

A. No person shall construct a fence that is not able to structurally support fencing materials as required in the building code as currently exists or as amended.

B. Gates or other openings in the fence should be at least three (3') feet in width for egress.

C. A person building a fence shall comply with the requirements of the building code and all other city ordinances with regard to construction, materials, and workmanship.

D. No permit is required for a person constructing a masonry fence or masonry retaining wall less than twenty-four inches (24") in height. Retaining walls greater in height than thirty-six (36") inches shall be in compliance with a design submitted by a registered engineer. Any portion of a retaining wall must not interfere or alter any drainage swale between lots.

E. A person constructing a fence shall build it of rigid construction with acceptable materials approved by the building code.

F. Chain link fencing shall be a minimum size of eleven (11) gauge or greater.

G. A person constructing a masonry fence (including concrete block) shall make the exterior surfaces free from sharp projections.

H. No person shall construct a wall or fence that exceeds two (2') feet in thickness, unless approved by the Chief Building Official. Cavities or spaces within a wall or fence shall not be used for the support, storage, shelter, or enclosure of animals, or personal property.

I. A person constructing a fence shall use only approved materials and construction methods that ensure uniform construction throughout. Once the person has established a pattern of materials and construction method he or she shall continue such method throughout the entire length of the section from corner post to corner post.

J. A person constructing or maintaining a fence or wall enclosure around a swimming pool, hot-tub, or spa shall comply with the minimum requirements of the building code and Ordinance No. 06-02-14, or as amended.

Sec. 18-491 Wooden Fence Standards.

A. All vertical posts on fences over four (4) feet in height shall be galvanized steel with a minimum two (2) three-eighths (3/8ths) inch diameter, a minimum fifteen (15) gauge thickness, and set in a concrete footing.

B. Concrete footings shall be a minimum of eight (8) inches in diameter.

C. For fences less than seven feet in height, posts shall be spaced at a maximum of eight feet on center, set in a concrete footing of no less than twenty-four (24") inches deep.

D. For fences that are seven feet or greater in height, posts shall be spaced at a maximum of six (6) feet on center, set in a concrete footing of no less than thirty-six (36") inches deep.

E. Fence posts attached to or supported by other structures, including retaining walls, shall be provided with foundation and anchorage to prevent movement of structure or retaining wall.

F. All materials shall be securely fastened, vertical boards to horizontal stringers, stringers to vertical posts, top rail, to ensure an ongoing attractive appearance and safe condition, free from rot, rust, vandalism and other sources of decay.

G. The bottom of the fence shall be designed to prevent ground to wood contact. This can be achieved through the use of a concrete strip poured between the fence supports or by raising the pickets to provide a minimum of two inches between the bottom of the pickets and the ground. A kick board may be used to cover the gap between the bottom of the pickets and the ground. This kick board may have ground contact if treated and must be approved for ground contact.

Sec. 18-492 Prohibited Fence Materials.

A. No person shall use rope; string; wire products including but not limited to chicken wire, hog wire, wire fabric, and similar welded or woven wire fabrics; chain; live bamboo; netting; cut or broken glass; paper; unapproved corrugated metal panels; galvanized sheet metal; plywood; or fiberglass panels in any fence or any other material that are not manufactured specifically as fencing materials. The Chief Building Official or his designee may require the applicant to provide the manufacturer's standards to establish the intended use of a proposed fencing material.

Exceptions:

1. A dog window may be installed in a fence no larger than two hundred eighty-eight (288) square inches with corrosion resistant material capable of restraining the dog.
2. Temporary fences made of wire, not in excess of thirty-six (36") inches, in residential districts are permitted for residential garden uses only.

B. No person shall construct a fence of, damaged, or unsafe materials.

C. No person shall weave or use slats of any material, including but not limited to metal, fiberglass, and bamboo through a chain link fence to create a blind fence, screening fence or any other type of fence addressed in this Ordinance in a residential district.

D. Used materials, equipment and devices shall not be reused unless, it can be determined by the Chief Building Official that, they meet the requirements of the building code for new materials.

E. No person shall construct a fence of metal panels on a residentially zoned property.

Sec. 18-493 Maintenance and standard of fences.

A fence or fences shall be maintained by the owner of the property in compliance with the requirements of this Ordinance including but not limited to the following maintenance standards:

A. A fence shall not lean more than one inch out of vertical for each foot of height as measured from the top of the fence.

B. The owner shall replace broken, damaged, removed or missing parts of a fence within ten (10) days of, the day the owner received notice from the Chief Building Official or his designee, with the same material, or material with comparable composition, color, size, shape and quality of the original fence to which the repair is being made. No permit is required for repairs as defined in this ordinance. The Chief Building Official or his designee may, upon written notice from the owner that unusual circumstances prevent the timely repair of a fence, extend the replacement time as required. The Chief Building Official or his designee shall not extend the replacement time longer than reasonably necessary. The owner requesting a replacement time extension shall provide the Chief Building Official or his designee a written scope and schedule detailing materials and estimated time period of the completed replacement for approval.

C. A fence shall be maintained in sound structural condition as a whole or completely removed, including post(s).

D. Property owners shall maintain fences, including those existing prior to the adoption of this Ordinance, at all times in a state of good repair, safe and secure condition, with all braces, bolts, nails, supporting frame and fastenings free from deterioration, termite infestation, rot, rust or loosening, and able to withstand at all times the wind pressure for which they were designed.

E. Property owners shall regularly paint fence supports, gates, structural members and exterior surfaces that are covered with paint to prevent rusting, peeling or blistering surfaces.

F. Existing fences that were constructed prior to the adoption of this Ordinance that were constructed with materials not currently permitted by this Ordinance may be maintained as long as no part of the fence is or becomes unsafe, dilapidated, or a public nuisance. If the Chief Building Official or his designee determines the fence is unsafe, dilapidated, or a public nuisance the fence must be repaired with materials approved by this Ordinance or be removed.

G. The repairs/maintenance must be made in complete sections extending a minimum of support post to support post. If the Chief Building Official or his designee determines the extent of repair on any existing fence (materials in noncompliance) is in excess of fifty (50%) percent of the total fence, then the entire fence must be replaced with materials approved by this Ordinance. A rolling twelve (12) month time period shall be used to determine if over fifty (50%) percent of a fence has been repaired.

H. The construction of a fence or wall on the property line shall not preclude the property owner's responsibility to maintain and keep the area between the property line to the back of curb or edge of the pavement or center of alley, free and clear of debris and high weeds.

Sec. 18-494 Requirements for Nonconforming Fences, Walls, Gates, and Columns.

Replacement of legal nonconforming fences, walls, gates, and columns shall be subject to the requirements in this ordinance. Exceptions may be granted by an approved PD ordinance for the neighborhood.

A. A permit shall not be required if:

1. Repair of short sections of legal nonconforming fences, walls, gates, or columns when repairs are less than two fence panels or a maximum of sixteen (16) feet.
2. Replacement of fence does not exceed fifty (50%) percent of the total fence length.
3. A rolling twelve (12) month time period is used between repairs or replacement.

B. The replacement of any nonconforming structure shall be prohibited if the Chief Building Official determines that a public safety hazard exists or the City Engineer determines that the structure encroaches in an easement or public right-of-way. Any fence, wall, gate, or column constructed without a lawfully issued permit is a violation of the Municipal Code.

Sec. 18-495 Penalties.

Violation of this Ordinance shall be punished by a fine not to exceed Two Thousand dollars ($2,000.00). Each day any violation of this Ordinance shall continue shall constitute a Separate offense.

Examples of upgraded fences hiding fence supports













Examples of fences with exposed fence supports





Examples of what enforcement deals with after wind events with wood posts







AGENDA ITEM #32.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

cc: **George Purefoy, City Manager**
Paul Knippel, P.E., Director of Engineering Services
John Lettelleir, AICP, Director of Development Services

From: **Elizabeth Metting, P.E., Assistant Director / City Engineer**

Date: **6/5/12**

Subject: **Public Hearing: A request to amend Subdivision Ordinance No. 09-07-38 to incorporate updated Engineering Standards and consider and act to direct staff to prepare an Ordinance of the same. SA11-0001**

Action Requested: Conduct Public Hearing on amending the Subdivision Ordinance to incorporate updated Engineering Standards and consider and act to direct staff to prepare an Ordinance of the same.

Background Information: The Engineering Standards are the minimum technical standards referenced by the Subdivision Ordinance. These Standards regulate and guide the design and construction of public infrastructure. Previously, the Engineering Standards have been approved by Council as separate ordinances for each type of infrastructure (water, sanitary sewer, thoroughfares, etc.). Staff has developed an updated document that consolidates the separate standards into a single document. The objective of the proposed Engineering Standards is to:

- Provide consistency and predictability related to City requirements
- Enhance the community's overall value through delivery of proper infrastructure
- Minimize future infrastructure maintenance costs to the City
- Emphasize current "best practices" and standard of care required of the design professional
- Provide a unified manual for the design and construction of public infrastructure
- Adopt current industry standards and methods

The proposed document is divided into two major sections – Design Standards and Construction Standards.

Part A - Design Standards
Part A contains minimum requirements for the design of public infrastructure including thoroughfare and circulation, subgrade and pavement, drainage, utility, landscaping, irrigation, environmental, structural, and survey.

Part B – Construction Standards
Part B contains minimum requirements for the construction of public infrastructure and includes general notes, standard specifications, accepted materials, and standard details.

The Standards apply to the design and construction of all infrastructure that will be owned and maintained by the City. These Standards will apply to all City capital improvement and private development projects.

The Subdivision Ordinance is amended in its entirety by incorporating new Engineering Standards as an Appendix. The terms, "Engineering Design Standard and Construction Details" and "Thoroughfare and Circulation Design Requirements" were replaced throughout the ordinance by the term, "Engineering Standards." In addition, Section 8.13 was removed from the Subdivision Ordinance and included in Section 2 of the Engineering Standards.

Board Review/Citizen Input: A Draft version of the document was provided to more than 150 representatives of the engineering and development community who have submitted plans to the City within the past year, including the Frisco Developers Council (FDC). Comments on the document were received and staff responses were recorded in the Comment and Response document included with this item. City staff met several times with FDC to further refine the Standards, resulting in FDC support for the final document.

The Planning & Zoning Commission held a public hearing on the request on May 8, 2012 and voted 5-0 to recommend approval of the proposed amendments to the Subdivision Ordinance.

Financial Considerations: Not applicable.

Alternatives: City Council could consider the following alternatives:
- Approve the request and direct staff to prepare an Ordinance;
- Approve the request with conditions and direct staff to prepare an Ordinance;
- Deny the request; or
- Table for further review.

Legal Review: The City Attorney will review the proposed Subdivision Ordinance prior to adoption.

Supporting Documents: Supporting documents include the following items:

- Summary Document (generally describes the differences between the current standards and the proposed standards)
- Letter from FDC supporting updated Engineering Standards
- Table of Contents for Engineering Standards
- Hyperlink to Engineering Standards on website (Due to the size of the document, a hard copy is not attached but can be viewed or downloaded at http://www.friscotexas.gov/departments/engineering/Pages/ProposedDesignStandards.aspx.)
- Proposed Subdivision Ordinance
- Comments & Responses document

Effect: Adoption of the new Subdivision Ordinance will replace the Subdivision Ordinance adopted in 2009. The separate ordinances previously adopted by Council will be repealed and replaced with the updated Engineering Standards.

Staff Recommendation: Staff recommends that the City Council conduct the Public Hearing, and consider and act to direct staff to prepare an Ordinance of the same.

SUMMARY DOCUMENT
Engineering Standards

The purpose of the Summary Document is to provide a brief description highlighting the major changes between the City's current standards and the proposed Engineering Standards.

The proposed Engineering Standards is divided into two major sections – Design Standards and Construction Standards.

Part A - Design Standards
Part A contains minimum requirements for the design of public infrastructure including thoroughfare and circulation, subgrade and pavement, drainage, utility, landscaping, irrigation, environmental, structural, and survey.

Part B – Construction Standards
Part B contains minimum requirements for the construction of public infrastructure and includes general notes, standard specifications, accepted materials, and standard details.

The following table provides a breakdown of each section of the proposed Engineering Standards and the closest reference to the current standard, as applicable.

SUMMARY DOCUMENT
Engineering Standards

Proposed Engineering Standards (2012)		Current Standards (1984-2006)	
Part A - Design Standards			
Section	**Title**	**Section**	**Title**
1	General		
2	Thoroughfare & Circulation	6	Thoroughfare & Traffic Circulation
3	Subgrade and Pavement	8	Subgrade
4	Drainage	5	Drainage
5	Utility	3	Water
		4	Sanitary
6	Landscaping	NA	
7	Irrigation	NA	
8	Environmental	NA	
9	Structural	NA	
10	Survey	SO	Monument Standards
Part B - Construction Standards			
Section	**Title**	**Section**	**Title**
GN	General Notes		General Notes
TS	Specifications	W S D General Notes	Water Sewer Drainage Pavement
AM	Approved Materials List		*Partially included in General Notes*
SD	Standard Details	Wxx Sxx Dxx	Water Details Sewer Details Drainage Details
Appendix A	Definitions & Abbreviations	NA	
Appendix B	Checklists	NA	
Appendix C	Revision Log	NA	

NA – No applicable section
SO – Subdivision Ordinance

SUMMARY DOCUMENT
Engineering Standards

A significant change to the overall current engineering standards was to remove all construction related information from the design standards and include this information in the appropriate Construction Standard Section. The construction related information now resides within the proposed technical specifications, standard details and/or approved materials sections of the Engineering Standards.

The following is a brief description highlighting the major changes within each major section of the proposed Engineering Standards.

Part A - Design Standards

Section 1 – General Requirements
This new section identifies general requirements applicable to construction projects involving public infrastructure and includes references to related ordinances, codes, and master plans. This section also documents design responsibility, enforcement and the processes for deviations, amendment requests, and plan submittals. While many of the requirements included in this section are in place today, additional documentation has been added to provide clarity to the various requirements.

Section 2 – Thoroughfare and Circulation Design Requirements
This section revises the existing Thoroughfare and Traffic Circulation Standards and includes minimum requirements associated with the City's thoroughfares, including roadway geometry, street lighting, signage and markings, and traffic signals.

- Longer distances between driveways.
- Longer distance between a major intersection and the first median opening.
- No longer allowing a driveway downstream from a major intersection without a deceleration lane.
- Left turn lane widths increased to 11 feet.
- Wider 31' streets required for the entrance street to an alley-served neighborhood.
- Separate definitions of 37' Type D residential cross-section and a residential collector (which can now be 27', 31' or 37' wide).
- Clarification of what constitutes a residential collector and when its associated restrictions apply.
- Wider pavement at internal alley intersections (along with offset requirements).
- Residential driveway requirements have been added.
- Wider commercial driveways and requirements for divided driveways.
- Larger ROW corner clips (corner visibility triangles).
- Shorter length of residential street allowed before it has to change directions.
- New roundabout design requirements.
- Updated vertical curve tables based on latest version of AASHTO Green Book
- Codification of the newest residential street type (27' street in 60' ROW with street trees).
- Refined sidewalk requirements.
- Codification of traffic signal escrow policy.
- Landscaping requirements were relocated to Section 6.
- Pavement design requirements were relocated to Section 3.
- Traffic Impact Analysis requirements were relocated from the Zoning Ordinance to this Section 2.

- Some language was relocated from the Subdivision Ordinance to this Section 2, such as:
  - Street length and block length
  - Prohibition of lots fronting onto a residential collector
  - Cul-de-sac radius
  - Perimeter street and unimproved street requirements
  - Street lighting

Section 3 – Subgrade and Pavement Design Requirements

This new section includes minimum requirements associated with subgrade design and pavement design and includes specific requirements for geotechnical reports. A new Pavement Design Catalog with several pavement options based on the soil type and thoroughfare class is included. The Pavement Design Catalog is based on the City-approved Pavement Design and considers factors including design life, serviceability, average daily traffic, traffic growth rate, and number of lanes.

Section 4 – Drainage Design Requirements

This section revises the existing Drainage Design Requirements to provide comprehensive criteria addressing federal and state storm water requirements, current industry practices, methodologies, and concepts. The list below provides a summary of the major concepts that were revised and/or incorporated into the Drainage Design Requirements.

- Modifies the mandatory detention requirement and allows and provides guidance for downstream assessments for increased runoff.
- Requires detention to existing conditions if no downstream assessment is performed.
- Requires mitigation if downstream facilities cannot manage the increased storm water.
- Requires a maintenance plan for detention/retention ponds and identifies and defines the responsibility of private property owners.
- Clarifies hydrologic methodologies.
- Provides revised/new spreadsheets for inlet and storm drain calculations.
- Provides storm water outfall requirements.
- Revises erosion control design criteria, includes velocity limits within natural and excavated channels, and provides erosion protection criteria.
- Provides a criterion that references and supports other City planning documents such as the Floodplain Ordinance, Riparian Ordinance, etc.

Section 5 – Utility Design Requirements

This new section revises and provides clarity to the existing standards for water and wastewater and includes new criteria for reclaimed water facilities. The following is a summary of the major items that were revised and/or incorporated:

- Clarifies requirements for fire services mains.
- Provides new criteria for:
  - Water and wastewater mains when the TCEQ required separation distances are not met.
  - Calculating water demands and sizing wastewater mains.
  - Air release and blowoff valves, automatic flush valves and backflow prevention.
  - Connections to existing mains.

- Wastewater mains located along creeks and drainage ways.
- Wastewater main materials and embedments.
- Inverted siphons, wastewater lift stations and wastewater force mains.
- Reclaimed water system.
- Utility easements, and highway, railroad and creek crossings.
- Corrosion protection and thrust restraint.
- Pavement cut and repair and trenchless construction.

Section 6 – Landscaping Design Requirements
This new section provides landscaping requirements for the medians of major and minor thoroughfares. Some guidelines were relocated to this section from the City's Thoroughfare Design Requirements.

Section 7– Irrigation Design Requirements
This new section documents the requirements and standards for irrigation within roadway right-of-way. These requirements are consistent with the current requirements included in the Irrigation Ordinance, Water Conservation Ordinance, and the Zoning Ordinance, Article IV, Section 2 (Landscape Requirements).

Section 8 – Environmental Requirements
This new section documents the Storm Water Management Plan (SWMP) requirements, including Best Management Practices (BMPs). This Section also addresses the Texas General Construction Permit and Storm Water Pollution Prevention Plan (SW3P) design and permit requirements.

Section 9 – Structural Design Requirements
This new section establishes *minimum* structural design and geotechnical requirements for bridges, retaining walls, headwalls, wingwalls, culverts, and screening walls. This section also addresses slope stability analysis and embankments.

Section 10 – Survey Requirements
This new section documents the City's existing Survey Requirements consistent with the Subdivision Ordinance, and has been reformatted for consistency. It includes new requirements associated with electronic submittals, survey markers, and monumentation.

Part B - Construction Standards

Section GN - General Notes
The General Notes have been revised to include information regarding notification and coordination of construction with the City or other affected parties, and general conditions regarding the on-site conditions. The proposed list of General Notes is organized by discipline. The majority of the previous version of the General Notes has been placed in more appropriate design or construction section of the standards, as applicable.

Section TS - Technical Specifications
The majority of the information included in the new Technical Specifications was previously included in the City's existing Technical Specifications, Design Requirements, and/or General Notes. The proposed Technical Specifications have been reformatted for consistency and are organized using

the most current Construction Specification Institute (CSI) *MasterFormat* standard. The information included in the Technical Specifications includes references to both the Texas Department of Transportation (TxDOT) and the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Construction, while incorporating City-specific requirements.

Section AM - Approved Material List

An Approved Materials List is included for Utilities and Irrigation products and materials. The majority of the approved materials were previously included in City design standards and general notes.

Section SD - Standard Details

A majority of the details are updated versions of the City's existing details (General, Traffic, Utility, Water, Wastewater), while the Paving, Drainage, and Landscaping details are generally new. The Standard Details complement the Technical Specifications and are organized by discipline.

Appendix A - Definitions & Abbreviations

This section includes definitions, abbreviations, and acronyms used throughout the Engineering Standards.

Appendix B – Plan Checklists

This section will include checklists to aid designers and reviewers in developing construction plans.

Appendix C – Revisions Log

This section includes a log of all changes that will be made in the future and be referenced to section and page as these documents are revised.

FDC

FRISCO DEVELOPERS COUNCIL

May 29, 2012

Via email: pknippel@friscotexas.gov

Mr. Paul Knippel
Director of Engineering Services
City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

RE: Proposed City Engineering Standards

Dear Paul:

The FDC is in support of Staff's revised recommendations on the referenced matter. We have appreciated the opportunities to have met with you and your staff and consultants to provide input in the process.

Sincerely,

David Palmer
FDC President

cc: George Purefoy, City Manager (via email, GPurefoy@friscotexas.gov)
John Lettellier, Director of Development Services (via email, jlettelleir@friscotexas.gov)
FDC Board Members (via email)
FDC Engineering Committee (via email)

Table of Contents

Part A – Design Standards **Page**

SECTION 1 GENERAL REQUIREMENTS 1-1

1.01 Short Title 1-2
1.02 Interpretation 1-2
1.03 Enforcement 1-3
1.04 Amendment 1-3
1.05 Deviation Requests 1-3
1.06 Applicability 1-3
1.07 Other Local, State and Federal Environmental Regulations 1-3
1.08 Texas Accessibility Standards (TAS) 1-4
1.09 Engineering Design Criteria – Section Description 1-4
1.10 Submittal Requirements for Construction Plans 1-6
1.11 Easements 1-8
1.12 Fees 1-10

SECTION 2 THOROUGHFARE DESIGN REQUIREMENTS 2-1

2.01 General 2-2
2.02 Street Design 2-2
2.03 Median, Left-Turn Lane, Right-Turn Lane, Deceleration Lane, and Island Design 2-20
2.04 Alley Design 2-28
2.05 Driveway Design 2-32
2.06 Sidewalk Location and Design 2-41
2.07 Public Right-of-Way Visibility Requirements 2-45
2.08 Frontage Road Design 2-49
2.09 Traffic Signal Installation 2-50
2.10 Street Lighting 2-50
2.11 Street Name Signs 2-53
2.12 Traffic Impact Analysis and Mitigation 2-54

SECTION 3 SUBGRADE AND PAVEMENT DESIGN REQUIREMENTS 3-1

3.01 General 3-2
3.02 Subgrade and Pavement Design Report 3-2
3.03 Subgrade Design Requirements 3-2
3.04 Pavement Design Requirements 3-5

SECTION 4 DRAINAGE DESIGN REQUIREMENTS 4-1

4.01 General 4-2
4.02 Determining Design Discharge 4-2
4.03 Downstream Assessment 4-7
4.04 Street Capacity 4-9
4.05 Alley Capacity 4-10
4.06 Valley Gutters 4-10
4.07 Inlet Location and Capacity 4-10

4.08 Design of Enclosed Storm Sewer System 4-19
4.09 Detention/Retention Facility Design 4-25
4.10 Miscellaneous Drainage Requirements 4-28
4.11 Open Channel Design 4-29
4.12 Hydraulic Design of Culverts 4-34
4.13 Bridge Design Hydraulics 4-35
4.14 Energy Dissipators 4-35
4.15 Floodplain Alterations 4-36
4.16 Erosion and Sedimentation Control 4-38
4.17 Drainage Easements 4-38
4.18 Sustainable Development 4-38

SECTION 5 UTILITY DESIGN REQUIREMENTS 5-1

5.1 Water System-General 5-2
5.1.1 Water Main Location 5-2
5.1.2 Horizontal and Vertical Alignment 5-2
5.1.3 Separation Distance between Water and Wastewater 5-3
5.1.4 Average Daily Water Demands 5-3
5.1.5 Water Main Sizing 5-4
5.1.6 Water Main Materials 5-4
5.1.7 Water Services 5-5
5.1.8 Valves 5-5
5.1.9 Fire Hydrants 5-6
5.1.10 Connections to Existing Water Mains 5-7
5.1.11 Backflow Prevention 5-8
5.1.12 Automatic Flushing Valve 5-8
5.2 Wastewater System-General 5-9
5.2.1 Wastewater Main Location 5-9
5.2.2 Horizontal and Vertical Alignment 5-9
5.2.3 Separation Distance between Wastewater and Water Mains 5-10
5.2.4 Wastewater Flows 5-11
5.2.5 Wastewater Main Sizing 5-11
5.2.6 Wastewater Main Materials 5-12
5.2.7 Wastewater Service Laterals 5-12
5.2.8 Manholes and Cleanouts 5-13
5.2.9 Inverted Siphons 5-14
5.2.10 Wastewater Lift Stations 5-14
5.2.11 Force Mains 5-15
5.2.12 Dumpster Enclosure Drains 5-15
5.3 Reclaimed Water System-General 5-16
5.3.1 Reclaimed Water Main Location 5-16
5.3.2 Horizontal and Vertical Alignment 5-16
5.3.3 Separation Distance between Reclaimed Water and Other Systems 5-16
5.3.4 Reclaimed Water System Materials 5-16
5.4 Easements 5-17
5.5 Thrust Restraint 5-17
5.6 Pavement Cut and Repair 5-18
5.7 Trenchless Construction 5-18
5.8 Crossings 5-19
5.9 Corrosion Protection 5-20

SECTION 6 LANDSCAPING DESIGN REQUIREMENTS 6-1

6.01 General 6-2
6.02 Landscape Requirements within the Median 6-2
6.03 Approved Plant Materials 6-4

SECTION 7 IRRIGATION DESIGN REQUIREMENTS 7-1

7.01 General 7-2
7.02 Roadway Irrigation Requirements 7-2
7.03 Additional Irrigation Design Requirements within Roadway 7-3

SECTION 8 ENVIRONMENTAL REQUIREMENTS 8-1

8.01 General 8-2
8.02 Storm Water Management Plan (SWMP) – Permanent Controls 8-2
8.03 Texas Construction General Permit (CGP) 8-3
8.04 Storm Water Pollution Prevention Plan (SWP3) 8-3

SECTION 9 STRUCTURAL DESIGN REQUIREMENTS 9-1

9.01 General 9-2
9.02 Code Requirements 9-2
9.03 Geotechnical Performance Specifications 9-3
9.04 Bridge Design 9-5
9.05 Retaining Wall Design 9-6
9.06 Slope Stability Design Criteria 9-8
9.07 Screening Wall Design Criteria 9-9
9.08 Excavation Support 9-9
9.09 Construction Plans 9-9
9.10 Construction Inspection and Certification 9-13

SECTION 10 SURVEY REQUIREMENTS 10-1

10.01 General 10-2
10.02 Survey Markers and Monumentation 10-2
10.03 Final Plat Acceptance 10-3

Part B – Construction Standards

GN - General Notes
TS - Technical Specifications
AM - Approved Materials List
SD - Standard Details
Appendix A - Definitions and Abbreviations
Appendix B - Plan Checklists
Appendix C - Revision Log

DRAFT

CITY OF FRISCO, TEXAS



Subdivision Ordinance

Ordinance No. 09-07-38
Adopted July 7, 2009
Amended May xx, 2012 (TENTATIVE)
Ordinance No. 12-xx-xx

City of Frisco
Subdivision Ordinance
Adoption and Summary of Amendments

Ordinance Number	Date of Adoption	Summary
09-07-38	July 7, 2009	New Subdivision Ordinance; repealed all previous Subdivision Ordinances and amendments
12-xx-xx	XX,XX, 2012	Ordinance amended in its entirety by incorporating new Engineering Standards as an Appendix. The terms, "Engineering Design Standards and Construction Details" and "Thoroughfare and Circulation Design Requirements" were replaced throughout the ordinance by the term, "Engineering Standards." Subsections 8.13 (a) through (d) and (f) through (j) were deleted; Subsection 8.13 (e) Private Streets was moved to Section 8.04 as a new subsection (c) **(TENTATIVE)**

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Table of Contents

Section 1: General Subdivision Authority of the City 1-1
Section 1.01 Authority, Purpose & Applicability 1-1

Section 2: Authority of Decision-Makers 2-1
Section 2.01 General Provisions 2-1
Section 2.02 Responsible Official Assigned 2-2
Section 2.03 Director of Development Services 2-3
Section 2.04 Director of Engineering Services 2-3
Section 2.05 Director of Parks & Recreation 2-4
Section 2.06 City Manager & Other Officials 2-4
Section 2.07 Planning & Zoning Commission 2-5
Section 2.08 City Council 2-5

Section 3: Development Application Submittal & Processing Procedures 3-1
Section 3.01 Pre-Submittal Meeting 3-1
Section 3.02 General Application Contents 3-1
Section 3.03 Initiation, Complete Application & Expiration 3-2
Section 3.04 Application Processing, Action, and Notification Following Decision 3-4
Section 3.05 Public Hearings 3-5
Section 3.06 Amendments & Expiration 3-5
Section 3.07 Expiration for Projects Approved Prior to September 1, 2005 3-6

Section 4: Subdivision Procedures 4-1
Section 4.01 General Subdivision & Platting Procedures 4-1
Section 4.02 Preliminary Plats 4-2
Section 4.03 Final Plats 4-7
Section 4.04 Conveyance Plats 4-10
Section 4.05 Minor Plats 4-11
Section 4.06 Replats and Amending Plats – General Requirements 4-13
Section 4.07 Replats 4-14
Section 4.08 Amending Plats 4-15
Section 4.09 Plat Vacation 4-18

Section 5: Construction Plans & Procedures 5-1
Section 5.01 Construction Plans 5-1
Section 5.02 Pre-Construction Meeting 5-3
Section 5.03 Timing of Public Improvements 5-3
Section 5.04 Improvement Agreements and Security for Completion 5-4
Section 5.05 Inspection, Maintenance & Acceptance of Public Improvements 5-6

Section 6: (Reserved for Future Use) 6-1

Section 7: Special Extraterritorial Jurisdiction Policies & Regulations 7-1
Section 7.01 General Policies in the Extraterritorial Jurisdiction (ETJ) 7-1
Section 7.02 Collin & Denton County Regulations 7-2
Section 7.03 City Participation in Improvements in the Extraterritorial Jurisdiction (ETJ) 7-3

Section 8: Subdivision Requirements 8-1
Section 8.01 General Policies 8-1
Section 8.02 Water & Wastewater Requirements 8-5
Section 8.03 Drainage and Environmental Standards 8-11
Section 8.04 Street Requirements 8-16
Section 8.05 Alleys 8-21
Section 8.06 Thoroughfare Screening 8-21
Section 8.07 Sidewalks 8-25
Section 8.08 Driveways, Fire Lanes and Access Easements 8-25
Section 8.09 Easements, Lot & Block Design, Monuments, Subdivision Names, Franchise Utilities 8-26
Section 8.10 Subdivision Amenities 8-29
Section 8.11 Homeowners' Association (HOA) Requirements 8-30
Section 8.12 Parks & Open Spaces 8-35

Section 9: Relief Procedures 9-1
Section 9.01 Petition for Waivers 9-1
Section 9.02 Proportionality Appeal 9-4
Section 9.03 Vested Rights Petition 9-8

Section 10: Definitions 10-1
Section 10.01 Usage & Interpretation 10-1
Section 10.02 Definitions 10-1
Section 11: Amendments; Fees; Violations; Conflicts 11-1
Section 11.01 Amendments 11-1
Section 11.02 Filing Fees & Charges 11-1

Appendix: Diagrams & Tables

Table 2.01-1: Responsible Officials, Initial Decision-Makers & Appellate Decision-Makers A-1
Diagram 8.01-1: Median & Cross Access A-3
Diagram 8.03-1: Major Creeks - Map A-4
Diagram 8.03-2: Major Creek – Cross Section A-5
Diagram 8.03-3: Streets Adjacent to Major Creeks A-6
Diagram 8.03-4: Cul-de-Sacs Adjacent to Major Creeks A-7
Diagram 8.03-5: Fencing Options for Lots Abutting Major Creeks A-8
Table 8.06-1: Thoroughfare Screening Options A-9
Diagram 8.06-1: Thoroughfare Screening Option 1 ..... A-10
Diagram 8.06-2(a): Thoroughfare Screening Option 2(a) A-11
Diagram 8.06-2(b): Thoroughfare Screening Option 2(b) A-12
Diagram 8.06-2(c): Thoroughfare Screening Option 2(c) A-13
Diagram 8.06-3: Thoroughfare Screening Option 3 ..... A-14
Diagram 8.06-4(a): Thoroughfare Screening Option 4(a) A-15
Diagram 8.06-4(b): Thoroughfare Screening Option 4(b) A-16
Diagram 8.09-1: Flag Lots A-17
Diagram 8.09-2: Determining Lot Depth on an Irregular-Shaped Lot A-18
Diagram 8.09-3: Lot Street Frontage – Curved Streets A-19
Diagram 8.09-4: Lot Street Frontage – Cul-de-Sac & Eyebrow Lots A-20
Diagram 8.10-1: Centrally Located Amenity Center A-21
Diagram 8.12-1: Access & Lot Orientation to Parks and/or Open Space A-22
Table 9.01-1: Minor Waivers – Initial Decision-Makers & Appellate Decision-Makers A-23
Engineering Standards: A-24

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SECTION 1: GENERAL SUBDIVISION AUTHORITY OF THE CITY

SECTION 1.01 AUTHORITY, PURPOSE & APPLICABILITY

(a) **Authority.** The regulations of this Subdivision Ordinance are authorized under the authority of Texas Local Government Code, Chapter 212 (including Subchapter B) and the City's charter. The provisions of this Subdivision Ordinance expressly extend to all areas inside the City limits and throughout the City's extraterritorial jurisdiction (ETJ), as either may be adjusted in the future, and as provided in the City's interlocal agreements with Collin and Denton Counties in accordance with Chapter 242 of the Texas Local Government Code.

(b) **Purpose.**

(1) The development and subdivision of land, as they affect a community's quality of life, are activities for which regulation is a valid function of municipal government. The regulations contained within this Subdivision Ordinance are intended to protect the interests of the public and of private parties by granting certain rights and privileges. The requirements in this Ordinance are also intended to establish a fair and rational procedure for developing and subdividing land such that land will be developed in accordance with existing physical, social, economic and environmental conditions.

(2) The provisions of this Ordinance are intended to implement standards and requirements provided for herein, and shall be requirements for the platting and developing of subdivisions within the City and its ETJ.

(3) The provisions of this Ordinance are intended to implement the following objectives:

a. Promote the development and the utilization of land in a manner that provides an attractive and high-quality community environment in accordance with the Comprehensive Plan and the Zoning Ordinance of the City;

b. Guide and assist property owners and applicants in the correct procedures to be followed, and to inform them of the required standards;

c. Protect the public interest by having standards for, but not limited to, the location, design, class and type of streets, sidewalks, trails, alleys, utilities and essential public services;

d. Assist orderly, efficient and coordinated development within the City's limits and its ETJ;

e. Integrate the development of various tracts of land into the community, and coordinate the future development of adjoining tracts;

h. Promote the most efficient and beneficial provision of public facilities and services for each tract being subdivided;

i. Provide for compatible relationships between land uses and buildings;

j. Provide for efficient traffic circulation throughout the municipality;

k. Provide for pedestrian circulation that is appropriate for the various uses of land and buildings;

l. Minimize pollution of the air, streams, bodies of water, and aquifers; promote the adequacy of storm drainage facilities; minimize erosion; safeguard both surface and groundwater supplies, as well as natural resources and endangered or threatened plant and animal life; and encourage the wise use and management of natural resources throughout the municipality in order to preserve the integrity, stability and beauty of the community and the value of the land;

m. Preserve the natural beauty and topography of public and private properties by encouraging where possible that natural features and land forms are incorporated into developments as amenities;

n. Establish adequate and accurate records of land subdivision;

o. Provide for public or private facilities that are available and will have sufficient capacity to serve proposed and future developments and citizens within the City and its ETJ;

p. Provide for adequate light, air and privacy; secure safety from fire, flood and other dangers; and prevent overcrowding of the land and undue congestion of population;

q. Encourage the development of residential areas that incorporate a range of housing and lifestyle choices.

(c) **Applicability.**

(1) The provisions of this Subdivision Ordinance apply to any non-exempt (see Section 4.01(c)) division of land, combination of separate land parcels, and/or development of land within the corporate boundaries of the City and within its ETJ.

(2) No permit shall be issued for any building or structure on a property until a plat has been approved and filed for record unless specifically exempted herein (see Sections 4.01(c) and 5.02).

(d) **Subdivision Rules.** The provisions of this Subdivision Ordinance, the standards governing constructed facilities applicable to plats in other portions of the Municipal Code of Ordinances, and the technical standards contained in the *Engineering Standards*, constitute the subdivision rules of the City, which apply to applications for plat approval inside City limits and within the City's ETJ.

(e) **Compliance with City Plans and Ordinances Required.** Compliance with all City ordinances pertaining to the subdivision and development of land, and the Comprehensive Plan (where applicable), shall be required prior to approval of any application pursuant to this Ordinance. All such ordinances and the Comprehensive Plan shall be construed to mean those documents as they exist or may be amended. It is the property owner's responsibility to be familiar with, and to comply with, City ordinances, the Comprehensive Plan, and the provisions of this Ordinance. Applicable City ordinances and plans with which all applications must comply include, but are not limited to, the following:

1. Comprehensive Plan (including all associated maps and plans);
2. Zoning Ordinance;
3. Building Codes;
4. Flood Damage Prevention Ordinance *(Ord. No. 12-xx-xx)*;
5. International Fire Code;
6. Other Applicable portions of the Municipal Code of Ordinances;
7. Impact Fee Ordinance;
8. Park Dedication Ordinance;
9. Engineering Documents including:
    - *Engineering Standards,* and
    - Other development-related engineering standards.
10. Federal, State and Local Environmental Regulations.

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SECTION 2: AUTHORITY OF DECISION-MAKERS

SECTION 2.01 GENERAL PROVISIONS

(a) **Source of Authority.** Authority under this Subdivision Ordinance shall be vested in and delegated to the officials and decision-makers designated in this Section 2 and under the City's charter, the constitution and laws of the State of Texas, and the Municipal Code. This authority shall be deemed supplemental to any other authority lawfully conferred upon the officials and decision-makers. The omission of a citation in this Subdivision Ordinance to any authority conferred upon the officials and decision-makers under the City's charter, the constitution or laws of the State of Texas, or the Municipal Code, or the failure to identify in this article authority conferred by other provisions of this Subdivision Ordinance, shall not be construed as limiting the actions of such officials and decision-makers taken in accordance with and in reliance upon such authority.

(b) **Implied Authority.** The officials and decision-makers shall have all implied authority necessary to carry out the duties and responsibilities expressly delegated by Chapter 212 of the Texas Local Government Code and this Subdivision Ordinance, to the extent that the implied authority is not in conflict with the expressly delegated authority.

(c) **Limitation on Authority.**

(1) City Policy. It is the policy of the City that the standards and procedures applicable to development of property within the City limits and within the City's ETJ are as stated in this Subdivision Ordinance, notwithstanding any representation by any City official summarizing, paraphrasing or otherwise interpreting such standards to the contrary, whether generally or as applied to development of specific property.

(2) Representations. The applicant shall not rely on any representation made by an employee of the City, a member of an appointed board or commission, or a member of the City Council concerning the likelihood of an outcome of that official's decision or the decision of an appointed board or commission or the City Council, on any application that has yet to be filed or is pending before the City. An official may, however, convey information concerning that official's position on a pending application in accordance with his/her role as the responsible official (Section 2.02) for such application or as the City staff contact person.

(3) Effect of Comprehensive Plan, Ordinance or Development Standard on Liability Claims. The City's approval of an application under the standards and procedures of this Subdivision Ordinance does not guarantee or ensure that development of the property in accordance with the standards will prevent, minimize or mitigate harm to adjoining property. A person who undertakes development activities shall not rely on the City's approval of an application as ensuring that the development activities will not result in harm to adjoining property. The regulations contained in this Subdivision Ordinance constitute an exercise of the City's governmental authority, and approval of an application shall not give rise to any liability on the part of the City or its officers, agents and employees, nor will an approval release the

applicant from any liability for harm arising out of development of the property under applicable law.

(4) No Waivers. Except as expressly provided for in this Subdivision Ordinance, no official, board or commission of the City, or the City Council, shall have authority to waive any requirement or standard for an application. Any attempted waiver of a requirement or standard for an application in contravention of this Section shall hereby be deemed null and void, and, upon discovery, shall be grounds for revocation of a permit or approved application.

(d) **Conflict in Authority.** If any of the provisions of this Subdivision Ordinance are in apparent conflict, the Director of Development Services shall, after due consideration as to the purpose and intent of each conflicting provision, make a determination as to which provision shall apply. The Director of Development Services shall make every effort to be fair and consistent in such interpretations, and his/her decision may be appealed to the City Manager (see Section 2.06), unless otherwise noted within.

SECTION 2.02 RESPONSIBLE OFFICIAL ASSIGNED

(a) **Responsible Official.** The responsible official shall be the Director of a designated City department who is assigned responsibility under this Subdivision Ordinance for taking the following actions with regard to a particular type of application authorized under this Subdivision Ordinance:

(1) Accepting the application for filing, and processing the application;

(2) Reviewing and making recommendations concerning the application;

(3) Seeking advice of other City departments, and coordinating any recommendations from such departments concerning the application;

(4) Determining a request for exemption;

(5) Preparing reports to and advising any board, commission or the City Council that has responsibility for making recommendations on or deciding the application;

(6) Promulgating additional or modified policies, standards and administrative rules for adoption by the City Council that apply to the application;

(7) Initiating enforcement actions concerning compliance with the standards applicable to the application and the conditions imposed thereon; and

(8) Taking all other actions necessary for administration of the provisions of this Subdivision Ordinance with respect to the application or petition.

(b) **Delegation.** The responsible official may delegate the official's authority under this Subdivision Ordinance to subordinate officials, who shall thereupon be deemed the responsible official for purposes of carrying out the delegated duties.

SECTION 2.03 DIRECTOR OF DEVELOPMENT SERVICES

(a) **Responsible Official.** The Director of Development Services is the responsible official for the following types of applications, waivers and petitions:

(1) Review and approval for any type of plat;

(2) Waiver of Right to 30-Day Action;

(3) Extension of a plat approval;

(4) Major and Minor Waivers related to an application;

(5) Appeal of a decision on any application for which the Director of Development Services is the responsible official;

(6) Appeal of a decision on any application for which the Commission is the initial decision-making body; and

(7) Vested rights petition for any application when the Director of Development Services is the responsible official.

(b) **Initial Decision-Maker.** The Director of Development Services is the initial decision-maker for the following types of applications (subject to any appeal):

(1) Minor Plat, as outlined in Section 4.05;

(2) Amending Plat, as outlined in Section 4.08;

(3) Extension for a Preliminary Plat approval, as outlined in Section 4.02(j);

(4) Certain types of Minor Waivers, as outlined in Section 9.01;

(5) Vested rights petition for an application for which the Director of Development Services is the initial decision-maker;

(6) Building Permit; and

(7) Certificate of Occupancy.

SECTION 2.04 DIRECTOR OF ENGINEERING SERVICES

(a) **Responsible Official.** The Director of Engineering Services is the responsible official for the following types of applications:

(1) Review of Construction Plans, including all engineering plans and related construction tasks, including approval of contracts for public improvements, as outlined in Section 5.01;

(2) Extension for Construction Plans, as outlined in Section 5.01(h);

(3) Construction Release, as outlined in Section 5.01(i);

(4) Improvement Agreement, as outlined in Section 5.04;

(5) Appeal related to an application for which the Director of Engineering Services is the responsible official;

(6) Certain types of Minor Waivers (related to construction requirements), as outlined in Section 9.01;

(7) Vested rights petition for an application for which the Director of Engineering Services is the responsible official; and

(8) Petition for a proportionality appeal, as outlined in Section 9.02.

(b) **Initial Decision-Maker.** The Director of Engineering Services is the initial decision-maker for the following types of applications (subject to any appeal):

(1) Approval of Construction Plans, including all engineering plans and related construction management tasks, including approval of contracts for public improvements;

(2) Construction Release;

(3) Extension for Construction Plans approval;

(4) Certain types of Minor Waivers (related to construction requirements), as outlined in Section 9.01; and

(5) Vested rights petition for an application for which the Director of Engineering Services is the initial decision-maker.

SECTION 2.05 DIRECTOR OF PARKS & RECREATION

(a) **Responsible Official and Initial Decision-Maker.** The Director of Parks & Recreation is the responsible official for the review and recommendation to the Parks & Recreation Board, and for carrying out the Parks & Recreation Board's decisions, on the following types of applications:

(1) Acceptance of fees in lieu of parkland dedication;

(2) The portion of an application showing where park land, including trails, is to be dedicated, and whether such dedication is acceptable;

(3) Any other portions of applications showing items required by Section 8.12.

SECTION 2.06 CITY MANAGER & OTHER OFFICIALS

(a) **City Manager.**

(1) Appeals. The City Manager is the appellate decision-maker for any appeal for which a City staff person is the initial decision-maker, subject to further appeal as may be provided for in any subsequent sections of this Subdivision Ordinance.

(b) **Fire Chief.** No provision contained in this Subdivision Ordinance shall be deemed or interpreted as a limitation on the Fire Chief's exclusive authority as set forth in the International Fire Code.

(c) **Other City Officials.** The City Attorney and any other official delegated responsibilities under this Subdivision Ordinance or other provisions of the Municipal Code are authorized to take all actions

necessary to carry out their responsibilities in accordance with the requirements and limitations prescribed herein.

SECTION 2.07 PLANNING & ZONING COMMISSION

(a) **Organization, Powers & Duties.** The Planning & Zoning Commission (also referred to as Commission) shall hold meetings and have the powers and duties as provided for in the Municipal Code of the City (Part One, Article IX. Planning & Zoning Commission), and as authorized by Chapter 211 or 212 of the Texas Local Government Code. Such powers and duties shall include exercising all the authority and control conferred by law relating to platting.

(b) **Duties of the Director of Development Services.** The Director of Development Services shall act as the staff liaison to the Commission, and shall abide by the City's usual record-keeping and retention policies for boards and commissions, as amended, in maintaining records of the Commission's meetings and actions.

(c) **Authority for Deciding Applications.** The Commission shall have the authority to act on the following types of applications:

(1) Preliminary Plat;

(2) Final Plat;

(3) All other types of plats, with the exception of Minor Plats and Amending Plats (which may be decided by the Director of Development Services unless deferred to the Commission).

(d) **Authority for Deciding Appeals.** The Commission shall hear and decide the following appeals:

(1) Any Major Waiver petition on an application for a Preliminary Plat, Final Plat or Replat, except when such Waiver is a proportionality appeal, in which case Section 9.02 of this Subdivision Ordinance shall apply;

(2) Minor Plat or Amended Plat that is deferred by the Director of Development Services, as outlined in Section 4.05(h) or Section 4.08(i), as applicable;

(3) A vested rights petition that is deferred by the Director of Development Services or the Director of Engineering Services, as outlined in Section 9.03(g)(3);

(4) Any other appeal so authorized by this Ordinance.

SECTION 2.08 CITY COUNCIL

(a) **Authority for Deciding Applications and Appeals.** The City Council shall hear and decide appeals from decisions made by the Commission when such appeals are authorized by this Ordinance.

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SECTION 3: DEVELOPMENT APPLICATION SUBMITTAL & PROCESSING PROCEDURES

SECTION 3.01 PRE-SUBMITTAL MEETING

(a) **Option to Meet With City Staff.** Prior to the official submission of an application for review and consideration, the applicant(s) has the option to request and attend a Pre-Submittal Meeting with City staff.

(b) **Meeting Request.** To schedule a pre-submittal meeting, the applicant shall make a request for a Pre-Submittal Meeting with Development Services, and such request shall describe the type of development desired and/or the type of application that the applicant intends to submit. The applicant shall then be notified by Development Services of the meeting time and place for the requested meeting.

(c) **Vested Rights.** There shall be no vested rights based on a pre-submittal meeting.

(d) **Effect.** Following the Pre-Submittal Meeting, the applicant may proceed with the submittal of an application.

SECTION 3.02 GENERAL APPLICATION CONTENTS

(a) **Application Contents Generally.** All applications shall be submitted on a form supplied by Development Services with the required information as stated on the application form. Incomplete applications shall not be accepted for filing and shall not be considered officially filed.

(1) Application Timing.

a. Development Services shall establish submittal deadlines for all applications decided by the Director of Development Services and by the Commission.

b. An application must be considered complete and officially filed in accordance with Section 3.03 of this Subdivision Ordinance prior to being processed for review and consideration.

(2) Fees Required. Every application shall be accompanied by the prescribed fees set forth in the City's fee schedule, as approved by City Council and as may be amended from time to time. The prescribed fee is not refundable.

(3) Delinquent City Taxes on Property. An application shall not be deemed complete, nor shall it be approved, if there are delinquent City taxes on the subject property.

(b) **Modification of Applications Prior to Approval.** The applicant may modify any complete application following its filing and prior to the expiration of the period during which the City is required to act on the application.

(1) Modifications Requested by the City. If the modification is for revisions requested by the City, and the modification is received at least eleven (11) calendar days prior to the time scheduled for decision on the application, the application shall be decided within the original period for decision (from the original official filing date) prescribed by this Subdivision Ordinance.

(2) Other Modifications In all other instances (e.g., when the applicant chooses to submit a revised application on his own accord because of a change in development decisions), submittal of a modified application shall be accompanied by a properly executed Waiver of Right to 30-Day Action (see Section 3.03(e)) in order to allow City staff adequate time to review the new information and modifications, and shall extend the time for deciding the application for a period equal to the time specified in this Subdivision Ordinance to decide the original application, commencing on the official filing date of the modified application.

SECTION 3.03 INITIATION, COMPLETE APPLICATION & EXPIRATION

(a) **Initiation by Owner.** An application required under this Subdivision Ordinance may be initiated only by the owner of the land subject to the application, or by the owner's duly authorized representative. If the applicant is a representative of the property owner, the application shall include a written and Notarized statement from the property owner, such as a duly executed "Power of Attorney", authorizing the representative to file the application on the owner's behalf.

(b) **Applicability.** The procedures within this Section 3 shall apply to all applications that are required by the City and submitted in accordance with this Subdivision Ordinance.

(c) **Determination of Completeness.** Every application shall be subject to a determination of completeness by the responsible official for processing the application. An application must be complete in order to be accepted for review by the City.

(1) The application shall only be accepted by the responsible official for processing when it is accompanied by all documents required by, and prepared in accordance with, the requirements of this Subdivision Ordinance. A typographical error shall not, by itself, constitute an incomplete application.

(2) A determination of completeness shall not constitute a determination of compliance with the substantive requirements of this Subdivision Ordinance.

(3) A determination of completeness of an application shall be conducted in accordance with the following procedures:

a. The applicant shall be notified in writing within ten (10) business days if the submitted application is incomplete. Such notice shall be served by depositing it in the U.S. Postal Service, or by electronic mail transmission, before the tenth (10th) business day following submission of the application.

b. If the application is determined to be incomplete, the notification shall specify the documents or other information needed to complete the application, and shall state the date the application will expire (see Section 3.03(f)) if the documents or other information are not provided to the City.

c. An application shall be deemed complete on the eleventh (11th) business day after the application has been received if notice is not served in accordance with Section 3.03(c)(3)a.

d. If the application is determined to be complete, the application shall be processed as prescribed by this Subdivision Ordinance.

(4) It is not guaranteed that an accepted, complete application will be approved, if after the application is deemed complete it is determined that the application does not comply with this Subdivision Ordinance.

(d) **Re-Submittal After Notification of Incompleteness.** If the application is re-submitted after a notification of incompleteness, the application shall be processed upon receipt of the re-submittal. An additional determination of completeness shall be made thereafter as described in Section 3.03(c). The statutory 30-day time frame for plat approvals shall begin when the City deems the application is complete (see Section 3.03(g)).

(e) **Waiver of Right to 30-Day Action.** The Director of Development Services shall be the responsible official for a Waiver of Right to 30-Day Action.

(1) Request. An applicant may submit in writing a Waiver of Right to 30-Day Action in relation to the decision time for plats of thirty (30) days, as mandated by State law.

(2) Received. If the applicant is requesting Waiver of Right to 30-Day Action, such Waiver of Right to 30-Day Action must be received by the Director of Development Services on or before the seventh (7th) calendar day prior to the Planning & Zoning Commission meeting at which action would have to be taken (based on the 30-day requirement in State law) on the application. Waiver requests that are not received by that day shall not be considered properly submitted, and action shall be taken on the application at such meeting as scheduled.

(3) Requirements Maintained. Submission of a Waiver of Right to 30-Day Action, and acceptance of such Waiver by the City as part of an application, shall not be deemed in any way a Waiver to any requirement within this Subdivision Ordinance. A Waiver from requirements herein is a separate and distinct process (see Section 9.01).

(f) **Expiration of Application.**

(1) The application shall automatically expire at the close of business on the forty-fifth (45th) calendar day after the date the application is received, and it will be returned to the applicant together with any accompanying documents and materials, if:

a. The City provides to the applicant, not later than the tenth (10th) business day after the date the application is filed, written notice that specifies the necessary documents or other information, and the date the application will expire if the documents or other information is not provided; and

b. The applicant fails to provide the specified documents or other information necessary to comply with the City's requirements relating to the application within the time provided in the notification.

(2) An accepted application for which there has been no action taken by an applicant for ninety (90) calendar days shall be deemed expired and closed on the City's initiative.

a. If the application is of a type that can be administratively approved or denied, the responsible official shall notify the applicant in writing that the application is officially denied due to inaction.

b. If the application is of a type that must be acted upon by the Commission, the responsible official shall coordinate the application being placed on the agenda of the Commission, as applicable, and the application shall then be formally denied by an official action of the Commission, as applicable. The responsible official shall notify the applicant in writing that the application has been officially denied by the Commission due to inaction.

(g) **Official Filing Date.** The 30-day time period established by State law, and by this Subdivision Ordinance, for processing and deciding an application shall commence on the official filing date. The official filing date shall be defined as the date the application is deemed complete by the responsible official in the manner prescribed by Section 3.03(c).

SECTION 3.04 APPLICATION PROCESSING, ACTION, AND NOTIFICATION FOLLOWING DECISION

(a) **Action By Responsible Official.** The responsible official for an application shall initiate internal (i.e., City) review and assessment of the application following the City's development review procedures. The responsible official shall also, to the extent possible, work with the applicant by advising on and communicating revisions that may be necessary to bring the application into compliance with City regulations in preparation for consideration by the appropriate decision-maker.

(b) **Decision.** The decision-maker for the application shall approve, approve with conditions, or deny the application within the time period prescribed by this Subdivision Ordinance.

(c) **Conditions Attached.** The decision-maker may attach such conditions to the approval of an application as are reasonably necessary to ensure compliance with all applicable requirements of this Subdivision Ordinance.

(d) **Notification of Decision.** The City shall send written notice within fourteen (14) calendar days following the date of a decision on an application.

(e) **Notification of Appeal.** Whenever appeal is taken from a final decision on an application following a public hearing, or whenever the City is to consider revocation of an application which was obtained following a public hearing, personal notice of the appeal or revocation proceeding shall be provided to the applicant.

SECTION 3.05 PUBLIC HEARINGS

(a) **Setting the Hearing.** When the responsible official determines that an application is complete and that a public hearing is required by this Subdivision Ordinance (see Sections 4.07(b) and 4.09(c)) or by State law, the official shall cause notice of such hearing to be prepared and made in accordance with State law. The time set for the hearing shall conform to the time periods required by Sections 4.07(b) and 4.09(c) in this Subdivision Ordinance and by State law.

(b) **Conduct of the Hearing.** The public hearing shall be conducted in accordance with State law. Any person may appear at the public hearing and submit evidence, either individually or as a representative of an organization. Each person who appears at a public hearing shall state his or her name and address, and if appearing on behalf of an organization, state the name of the organization for the record.

(c) **Record of Proceedings.** The board/commission conducting the hearing shall record the proceedings using standard municipal record-keeping procedures.

SECTION 3.06 AMENDMENTS & EXPIRATION

(a) **Amendments/Revisions to an Approved Application.** Unless another method is expressly provided by this Subdivision Ordinance, any request to amend or revise an approved application shall be considered a new application, which must be decided in accordance with the procedures governing the original application and the standards in effect at the time such new application is filed with the City.

(b) **Time of Expiration.**

(1) Unless otherwise expressly provided by this Subdivision Ordinance, an approved application shall automatically expire two (2) years following the approval date of the application (see Section 5.01(g) for expiration of Construction Plans), and shall become null and void, and all activities under the application thereafter shall be deemed in violation of this Subdivision Ordinance, if:

a. The applicant fails to satisfy any condition that was imposed by this Subdivision Ordinance or as part of the approval of the application or that was made under the terms of any Development Agreement, within the time limits established for satisfaction of such condition or term; or

b. The applicant fails to submit a subsequent complete application required by this Subdivision Ordinance within the time so required; or

c. An Improvement Agreement (Section 5.04) is not approved for the development.

(2) If no time limit for satisfaction of conditions is specified in the decision on the application, the time shall be presumed to be two (2) years following the date the application was approved, except as provided in Section 3.07.

(3) Except as provided in Section 3.07, or upon a different date being determined pursuant to a vested rights petition, an application approved prior to the effective date of this Subdivision Ordinance shall expire in accordance with the terms of the regulations in effect at the time the application was filed.

(c) **Effect of Expiration.** Upon the expiration of an approved application, all previously approved applications for the same land shall also expire on the expiration date if the filing of an application was required to avoid expiration for the previously approved application(s), except as provided in Section 3.07. Thereafter, a new application must be submitted for consideration and approval subject to regulations in effect at the time the new application is filed.

SECTION 3.07 EXPIRATION FOR PROJECTS APPROVED PRIOR TO SEPTEMBER 1, 2005

(a) **Two-Year Expiration Established.** Notwithstanding any other provision of this Subdivision Ordinance, for any approved application for which no expiration date was in effect on September 1, 2005, an expiration date of two (2) years following the date of approval of the application shall apply, unless the applicant files a written petition before such date for a vested rights determination pursuant to Section 9.03 alleging that progress has been made toward completion of the project for which the application subject to expiration was filed. If a vested rights petition is timely filed and subsequently approved, the City Council shall determine the expiration date of the application in deciding the petition.

(b) **Five-Year Expiration Established.** Notwithstanding any other provision of this Subdivision Ordinance, once an application has expired under Section 3.07(a), all previously approved applications for the same land also shall expire no later than five (5) years following the date of filing of the first application for the project for which the expired application was filed, unless the applicant files a written petition before such date for a vested rights determination pursuant to Section 9.03. If a vested rights petition is timely filed and subsequently approved, the City Council shall determine the expiration date of the previously approved applications in deciding the petition.

SECTION 4: SUBDIVISION PROCEDURES

SECTION 4.01 GENERAL SUBDIVISION & PLATTING PROCEDURES

(a) **Types of Plats Required.** A Final Plat or a Minor Plat shall be approved prior to any land division that is subject to these regulations and prior to commencement of any new development or construction project.

(b) **Replat**. A Replat in accordance with State Law and the provisions of Sections 4.06 and 4.07 shall be required any time a platted, recorded lot is further divided or expanded, thereby changing the boundary and dimensions of the property. In the case of minor revisions to recorded plats or lots, a Minor Plat or Amending Plat may also be utilized if allowed by State Law and if in accordance with Section 4.05 and Sections 4.06 and 4.08, respectively.

(c) **Exemptions.** The following land divisions are exempt from the requirements of this Subdivision Ordinance that apply to plats:

(1) Use of existing cemeteries complying with all State and local laws and regulations; and

(2) A division of land created by order of a court of competent jurisdiction, provided however, that prior to construction of improvements, a plat meeting the requirements of this Ordinance shall be approved and recorded prior to the issuance of permits.

(d) **Zoning.** Inside the City limits of the City, the following shall apply:

(1) Conformance with Existing Zoning. All applications shall be in conformance with the existing zoning on the property (if applicable).

(2) Request to Rezone First. If an applicant seeks to amend the zoning for the property, the request to rezone the land shall be submitted and approved prior to acceptance of an application for filing unless as otherwise provided below.

a. The applicant may request approval from the Director of Development Services to submit an application simultaneous with the zoning change request, in which case the application for the zoning amendment shall be acted upon first, and provided that the application is accompanied by a properly executed Waiver of Right to 30-Day Action (due to the more lengthy time frame necessary to advertise and process zoning applications).

b. In the event that the requested zoning amendment is denied, the application shall also be rejected or denied.

(3) Site Plan Approval. Where Site Plan approval is required by the Zoning Ordinance prior to development, no application for a Final Plat approval shall be accepted for filing until a Preliminary Site Plan has been approved for the land subject to the proposed plat.

(e) **General Stages of Plat Approval & Staff Review.**

(1) Two-Stage Process. The platting process typically involves two approval stages: Submission and approval of a Preliminary Plat (refer to Section 4.02), and subsequent submission and approval of a Final Plat (refer to Section 4.03). However:

a. An applicant may proceed with a Final Plat without an approved Preliminary Plat whenever:

1. A Minor Plat (Section 4.05) is submitted; or
2. A Preliminary Site Plan for a multi-family, single-family attached or nonresidential development is submitted and approved in accordance with the Zoning Ordinance.

b. An applicant may submit Construction Plans and a Final Plat simultaneously in lieu of a Preliminary Plat if an Improvement Agreement and appropriate surety (see Section 5.04) are submitted along with the application.

(2) Staff Review. Unless otherwise specified under the regulations for a specific type of plat:

a. The Director of Development Services shall be the responsible official for a plat, and shall be responsible for the initial review of a plat for conformance with this Subdivision Ordinance and any other applicable ordinances of the City.

b. The Director of Development Services, and/or other City staff at the direction of the Director of Development Services, shall review all applications for completeness (refer to Section 3.01) based on a checklist supplied by Development Services.

c. The Director of Development Services, and/or other City staff at the direction of the Director of Development Services, shall then review all applications that are deemed complete for conformance with this Subdivision Ordinance and with other applicable City regulations.

SECTION 4.02 PRELIMINARY PLATS

(a) **Purpose.** The purpose of a Preliminary Plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of this Subdivision Ordinance.

(b) **Exceptions.**

(1) A Preliminary Plat is not required when a Minor Plat is submitted (refer to Section 4.05).

(2) A Final Plat in accordance with Section 4.03, along with Construction Plans in accordance with Section 5.01, may be submitted in lieu of a Preliminary Plat if an Improvement Agreement and appropriate surety (see Section 5.04) are submitted along with the application.

(c) **Accompanying Applications.**

(1) An application for a Preliminary Plat shall be accompanied by a Preliminary Drainage Plan, a Preliminary Utility Plan, and other plans if deemed necessary for thorough review by the

Director of Development Services or the Director of Engineering Services. However, approval of each shall be separate and in accordance with this Section 4.02 for Preliminary Plats and with Section 5.01 for Construction Plans.

(2) The applicant shall furnish with the application to the City a current title commitment issued by a title insurance company authorized to do business in Texas, a title opinion letter from an attorney licensed to practice in Texas, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the Preliminary Plat.

(d) **Review by Director of Development Services.** The Director of Development Services shall:

(1) Initiate review of the plat and materials submitted (including the required Preliminary Drainage Plan and Preliminary Utility Plan).

(2) Request written comments from other City departments, such as Engineering Services, Fire Department, Public Works, Parks and Recreation, if deemed necessary.

(3) Make available plats and reports to the Commission for review.

(4) Upon determination that the application is ready to be acted upon, schedule the Preliminary Plat for consideration on the agenda of the next available meeting of the Planning & Zoning Commission.

(e) **Action by Planning & Zoning Commission.** The Commission shall:

(1) Review the Preliminary Plat application, the findings of the Director of Development Services, and any other information available. From all such information, the Commission shall determine whether the Preliminary Plat conforms to the regulations of this Subdivision Ordinance.

(2) Act within thirty (30) calendar days following the official filing date of the Preliminary Plat application (unless the applicant submits a Waiver of Right to 30-Day Action as outlined in Section 3.03(e)). If no decision is rendered by the Commission within the thirty (30) day period described above or such longer period as may have been agreed upon, the Preliminary Plat, as submitted, shall be deemed to be approved.

(3) Take one of the following actions:

a. Approve the Preliminary Plat;

b. Approve the Preliminary Plat with conditions, which shall mean that the Preliminary Plat shall be considered to have been approved once such conditions are fulfilled; or

c. Deny the Preliminary Plat.

(f) **Criteria for Approval.** The following criteria shall be used by the Commission to determine whether the application for a Preliminary Plat shall be approved, approved with conditions, or denied:

(1) The Preliminary Plat is consistent with all zoning requirements for the property, including any applicable Planned Development zoning standards, and with any approved Improvement Agreement if applicable;

(2) The proposed provision and configuration of public improvements including, but not limited to, roads, water, wastewater, storm drainage, park facilities, open spaces, habitat restoration, easements and rights-of-way are adequate to serve the development, meet applicable standards of this Subdivision Ordinance, and conform to the City's adopted master plans for those facilities;

(3) The Preliminary Plat is in accordance with the City's interlocal agreements with Collin and Denton Counties if the proposed development is located in whole or in part in the ETJ of the City;

(4) The Preliminary Plat has been duly reviewed by applicable City staff;

(5) The Preliminary Plat conforms to design requirements and construction standards as set forth in the *Engineering Standards*; and

(6) The Preliminary Plat is consistent with the Comprehensive Plan, except where application of the Plan may conflict with State law (e.g., land use in the ETJ).

(7) The proposed development represented on the Preliminary Plat does not endanger public health, safety or welfare.

(g) **Effect of Approval.** The approval of a Preliminary Plat shall allow the applicant to proceed with the development and platting process by submitting Construction Plans (Section 5.01) and a Final Plat (Section 4.03). Approval of the Preliminary Plat shall be deemed general approval of the subdivision's layout only, and shall not constitute approval or acceptance of Construction Plans or a Final Plat.

(h) **Appeal of the Decision on a Preliminary Plat Application.**

(1) Initiation of an Appeal. The applicant or no less than four (4) voting members of City Council may appeal the decision of the Commission by submitting a written notice of appeal to the Director of Development Services within fourteen (14) calendar days following the date of the Commission's decision.

a. For a City Council-initiated appeal, the Council shall consider and act on whether it will appeal the Commission's decision at its first regular meeting (for which there is time to include such appeal on its posted agenda, as required by State law) that occurs after the Commission meeting at which the decision was made.

b. Written notice of the City Council's vote to appeal shall be submitted to the Director of Development Services within seven (7) calendar days following the City Council's vote to appeal the decision.

c. For an applicant-initiated appeal, a letter stating the reasons for the appeal, citing the specific applicable section(s) of the Subdivision Ordinance, shall be submitted by the applicant.

d. The Director of Development Services may, on his/her own initiative, appeal the decision of the Commission by scheduling an appeal on the City Council's next regular meeting (for which there is time to include such appeal on its posted agenda as required by State law) that occurs after the Commission meeting at which the decision was made.

(2) Council Decision. The City Council shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the Director of Development Services. The City Council may affirm, modify or reverse the decision of the Commission by simple majority vote. The decision of the City Council is final.

(i) **Expiration.**

(1) Two-Year Validity. The approval of a Preliminary Plat shall remain in effect for a period of two (2) years following the date of approval, during which period the applicant shall submit and receive approval for Construction Plans and a Final Plat for the land area shown on the Preliminary Plat. If Construction Plans and a Final Plat application have not been approved within the two (2)-year period, the Preliminary Plat shall expire.

(2) Phased Developments - Partial Construction Plans & Final Plat. If Construction Plans and a Final Plat for only a portion of the land area shown on the Preliminary Plat are approved by the end of the two (2)-year period, the Preliminary Plat for the remainder of the land not included on the Construction Plans or Final Plat shall expire on such date.

(3) Relationship to Construction Plans. A Preliminary Plat shall remain valid for the period of time in which approved Construction Plans are valid.

(4) Action on Final Plat. Should a Final Plat application be submitted within the two (2)-year period, but not be acted upon by the Commission within the two (2)-year period, the Preliminary Plat shall expire unless an extension is granted as provided in Section 4.02(j).

(5) Void If Not Extended. If the Preliminary Plat is not extended as provided in Section 4.02(j), it shall expire and shall become null and void.

(j) **Extension.** A Preliminary Plat may be extended for a period not to exceed one (1) year beyond the Preliminary Plat's expiration date. A request for extension shall be submitted to Development Services in writing at least thirty (30) calendar days prior to expiration of the Preliminary Plat, and shall include reasons why the Plat should be extended.

(1) Decision by the Director of Development Services.

a. The Director of Development Services will review the extension request and shall approve it, approve it with conditions, or deny the extension request within thirty (30) calendar days following the official filing date of the request.

b. Should the Director of Development Services fail to act on an extension request within thirty (30) calendar days, the extension shall be deemed to be approved.

(2) Considerations. In considering an extension, the Director of Development Services shall consider whether the following conditions exist:

a. A Final Plat has been submitted and/or approved for any portion of the property shown on the Preliminary Plat;

b. Construction Plans have been submitted and/or approved for any portion of the property shown on the Preliminary Plat;

c. Construction is occurring on the subject property;

d. The Preliminary Plat complies with new ordinances that impact the health, safety and general welfare of the community; and/or

e. If there is a need for a park, school or other public facility or improvement on the property.

(3) Conditions. In granting an extension, the decision-maker may impose such conditions as are needed to ensure that the land will be developed in a timely fashion and that the public interest is served. Any extension may be predicated upon compliance with new development regulations and/or the applicant waiving any vested rights.

(4) Appeal of Denial for Extension.

a. *Appeal of the Director's Decision.* The denial of an extension by the Director of Development Services may be appealed to the Commission. A written request for such appeal shall be received by Development Services within fourteen (14) calendar days following the denial. The Commission shall hear and consider such an appeal within thirty (30) calendar days following Development Services' receipt of the appeal request.

b. *Appeal of the Commission's Decision.* The denial of an extension by the Commission may be appealed to the City Council. A written request for such appeal shall be received by the Director of Development Services within fourteen (14) calendar days following the denial. The City Council shall hear and consider such an appeal within thirty (30) calendar days following Development Services' receipt of the appeal request. The decision of the City Council is final.

(k) **Amendments to Preliminary Plat Following Approval.**

(1) Minor Amendments. Minor amendments to the design of the subdivision subject to an approved Preliminary Plat may be incorporated in an application for approval of a Final Plat without the necessity of filing a new application for re-approval of a Preliminary Plat. Minor amendments may only include minor adjustments in street or alley alignments, lengths and paving details, and minor adjustments to lot lines that do not result in creation of additional lots or any non-conforming lots (such as to Zoning standards), provided that such amendments are consistent with applicable approved prior applications.

(2) Major Amendments. All other proposed changes to the design of the subdivision subject to an approved Preliminary Plat shall be deemed major amendments that require submittal and approval of a new application for approval of a Preliminary Plat (including new fees, new reviews, new official filing date, etc.) before approval of Construction Plans and/or a Final Plat.

(3) Determination. The Director of Development Services shall make a determination of whether proposed amendments are deemed to be minor or major, thereby requiring new submittal of a Preliminary Plat.

SECTION 4.03 FINAL PLATS

(a) **Purpose.** The purpose of a Final Plat is to ensure that the proposed subdivision and development of the land is consistent with all standards of this Subdivision Ordinance pertaining to the adequacy of public facilities, that public improvements to serve the subdivision or development have been installed and accepted by the City or that provision for such installation has been made, that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.

(b) **Exceptions.** A Final Plat is not required when a Minor Plat is submitted (refer to Section 4.05).

(c) **Ownership.**

(1) The applicant shall furnish with the application to the City a current title commitment issued by a title insurance company authorized to do business in Texas, a title opinion letter from an attorney licensed to practice in Texas, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the Final Plat.

(2) The Final Plat shall be signed by each owner, or by the representative of the owners authorized to sign legal documents for the owners, effectively denoting that they are consenting to the platting of the property and to the dedications and covenants that may be contained in the Final Plat. Such consent shall be subject to review and approval by the City Attorney, and the applicant shall reimburse the City for all related legal costs for review. This reimbursement shall be paid in full prior to filing of the Final Plat.

(d) **Complete Applications for Final Plats in the Extraterritorial Jurisdiction (ETJ).** Where the land to be platted lies within the ETJ of the City in a county with which the City has an interlocal agreement under Texas Local Government Code, Chapter 242, a complete application shall be submitted to the City.

(e) **Accompanying Applications.** An application for a Final Plat may be accompanied by Construction Plans if also accompanied by an Improvement Agreement and appropriate surety in accordance with Section 5.04. However, approval of each shall be separate and in accordance with this Section 4.03 for Final Plats and with Section 5.01 for Construction Plans.

(f) **Prior Approved Preliminary Plat.** The Final Plat and all accompanying data shall conform to the Preliminary Plat as approved by the Commission, or as the Preliminary Plat may have been amended subsequently (Section 4.02(k)), if applicable, incorporating all conditions imposed or required by the Commission, if applicable.

(g) **Review by Director of Development Services.** The Director of Development Services shall:

(1) Initiate review of the plat and materials submitted.

(2) Request written comments from other City departments, such as Engineering Services, Fire Department, Public Works and Parks & Recreation, if deemed necessary.

(3) Make available plats and reports to the Commission for review.

(4) Upon determination that the application is ready to be acted upon, schedule the Final Plat for consideration on the agenda of the next available meeting of the Commission.

(h) **Action by Planning & Zoning Commission.** The Commission shall:

(1) Review the Final Plat application, the findings of the Director of Development Services, and any other information available. From all such information, the Commission shall determine whether the Final Plat conforms with the regulations of this Subdivision Ordinance.

(2) Act within thirty (30) calendar days following the official filing date of Final Plat (unless the applicant submits a Waiver of Right to 30-Day Action as outlined in Section 3.03(e)). If no decision is rendered by the Commission within the thirty (30) day period described above or such longer period as may have been agreed upon, the Final Plat, as submitted, shall be deemed to be approved.

(3) Take one of the following actions:

a. Approve the Final Plat;

b. Approve the Final Plat with conditions, which shall mean that the Final Plat shall be considered to have been approved once such conditions are fulfilled; or

c. Deny the Final Plat.

(i) **Criteria for Approval.** The following criteria shall be used by the Commission to determine whether the application for a Final Plat shall be approved, approved with conditions, or denied:

(1) Prior Approved Preliminary Plat.

a. The Final Plat conforms to the approved Preliminary Plat except for minor amendments that are authorized under Section 4.02(k) and that may be approved without the necessity of revising the approved Preliminary Plat;

b. All conditions imposed at the time of approval of the Preliminary Plat, as applicable, have been satisfied;

c. The Construction Plans conform to the requirements of Section 5.01 and have been approved by the Director of Engineering Services;

d. Where public improvements have been installed, the improvements conform to the approved Construction Plans and have been approved for acceptance by the Director of Engineering Services;

e. Where the Director of Engineering Services has authorized public improvements to be deferred, an Improvement Agreement has been executed and submitted by the property owner in conformity with Section 5;

f. The final layout of the subdivision or development meets all standards for adequacy of public facilities contained in this Ordinance;

g. The Final Plat meets all applicable County standards to be applied under an interlocal agreement between the City and the County under Texas Local Government Code, Chapter 242, where the proposed development is located in whole or in part in the ETJ of the City and in the applicable County;

h. The plat conforms to design requirements and construction standards as set forth in the *Engineering Standards*; and

i. The plat conforms to the Development Services' subdivision application checklists.

(2) No Prior Approved Preliminary Plat.

a. The Final Plat conforms to all criteria for approval of a Preliminary Plat;

b. The Construction Plans conform to the requirements of Section 5.01 and have been approved by the Director of Engineering Services;

c. An Improvement Agreement or surety for installation of public improvements have been prepared and executed by the property owner in conformance with Section 5;

d. The final layout of the subdivision or development meets all standards for adequacy of public facilities contained in this Ordinance;

e. The Final Plat meets all applicable County standards to be applied under an interlocal agreement between the City and the County under Texas Local Government Code, Chapter 242, where the proposed development is located in whole or in part in the ETJ of the City and in the applicable County; and

f. The Final Plat conforms to the Development Services' application checklist.

(j) **Procedures for Recordation Upon Approval.** The applicant shall supply to Development Services the required number of signed and executed copies of the Final Plat that will be needed to file the Plat, upon approval, at the applicable County (in the County's required format) at least seven (7) calendar days prior to the Planning & Zoning Commission meeting at which it will be considered for approval.

(1) General.

a. *Signatures.* After approval of the Final Plat, the Director of Development Services shall procure the appropriate City signatures on the Final Plat.

b. *Recording Upon Performance.* The Final Plat shall be recorded after:

1. The Final Plat is approved by the City;

2. All required public improvements have been completed and accepted by the City (or an Improvement Agreement has been executed and appropriate surety provided in accordance with Section 5.04);

3. All County filing requirements are met.

(2) Submittal of Final Plat Where Improvements Installed. Where all required public improvements have been installed prior to recording of the Final Plat, the applicant shall meet all requirements in accordance with Section 5.

(3) Submittal of Final Plat Where Improvements Have Not Been Installed. Where some of or all required public improvements are not yet completed in connection with an approved Final Plat, the applicant shall submit the Final Plat as approved by the Commission, revised to reflect any conditions imposed by the Commission as part of approval.

(4) Update of Proof of Ownership. If there has been any change in ownership since the time of the Proof of Ownership provided under Section 4.03(c), the applicant shall submit a new consent agreement executed by each owner consenting to the platting of the property and the dedications and covenants contained in the plat. The title commitment or title opinion

letter and consent agreement shall be subject to review and approval by the City Attorney, and the applicant shall reimburse the City for all related legal costs for review. This reimbursement shall be paid in full prior to filing of the Final Plat.

(k) **Effect of Approval.** The approval of a Final Plat:

(1) Supersedes any prior approved Preliminary Plat for the same land.

(2) Authorizes the applicant to install any improvements in public rights-of-way in conformance with approved Construction Plans and under an Improvement Agreement (refer to Section 5), if applicable,

(3) Authorizes the applicant to seek Construction Release (refer to Section 5.01(i)) and/or issuance of a Building Permit.

(l) **Appeal of Decision of Final Plat Application.** Appeal of a decision on a Final Plat application shall be as outlined in Section 4.02(h).

(m) **Revisions Following Recording/Recordation.** Revisions may only be processed and approved as a Replat or Amending Plat, as applicable.

SECTION 4.04 CONVEYANCE PLATS

(a) **Purpose.** The purpose of a Conveyance Plat is to subdivide land and to provide for recordation of same, for the purpose of conveying (i.e., selling) the property without developing it. A Conveyance Plat may be used to convey the property or interests therein; however, a Conveyance Plat does not constitute approval for any type of development on the property. A Conveyance Plat is an interim step in the subdivision and development of land.

(b) **Applicability.** A Conveyance Plat may be used in lieu of a Final Plat to record the subdivision of property in the following instances:

(1) To record the remainder of a tract that is larger than five (5) acres, and that is created by the final platting of a portion of the property, provided that the remainder is not intended for immediate development.

(2) To record the subdivision of property into parcels, five (5) acres or smaller in size, that are not intended for immediate development, provided all required public improvements exist to the City's current standards prior to approval and minimum frontage requirements are met. All public rights-of-way must be dedicated and all abutting streets and utilities must be installed and accepted by the City. Installation of on-site improvements may be delayed if development of other tracts is not affected.

(c) **Review and Consideration.** Unless otherwise specified within this Section 4.04 for specific requirements for a Conveyance Plat, a Conveyance Plat shall be processed and approved using the same timing and procedures, including recordation, as specified for a Final Plat; refer to Section 4.03. Procedures to appeal a decision on a Conveyance Plat shall also be processed and considered the same as a Final Plat (Section 4.03).

(d) **Subsequent Filing of a Final Plat.** No Final Plat processed and approved in association with a Conveyance Plat shall be filed without the concurrent or prior filing of the associated approved Conveyance Plat for the remainder of the subject property.

(e) **Conveyance Plat Requirements.**

(1) No building or development permits shall be issued nor permanent utility service provided for land that has only received approval as a Conveyance Plat; a Final Plat must be filed for building and development permits and for utility service. Notwithstanding the above, the Chief Building Official may authorize temporary building permits, temporary occupancy permits, and temporary utility service.

(2) A Conveyance Plat may be superseded by a revised Conveyance Plat or a Final Plat in total or in part through compliance with the procedures and requirements of this Ordinance.

(f) **Standards for Approval.**

(1) Access – All lots created by a Conveyance Plat shall have frontage and access to an existing or proposed public street, defined on the Major Thoroughfare Plan, or an existing standard street meeting City construction standards and accessing the existing City street system. All lots created by a Conveyance Plat shall provide points of access as required by the Zoning Ordinance and/or by this Ordinance.

(2) Dedication of Rights-of-Way – Dedication of rights-of-way shall be required in accordance with the *Engineering Standards*.

(g) **Effect of Approval.** The approval of a Conveyance Plat authorizes conveyance of the lot(s) created thereon, but does not authorize any type of development on the property. The applicant and future owner(s) of the property remain obligated to comply with all provisions in this Ordinance upon future development of the property including, but not limited to, all requirements for platting, required public improvements, utility extensions, street improvements or assessments, right-of-way and easement dedications, and all other requirements in this Ordinance.

SECTION 4.05 MINOR PLATS

(a) **Purpose.** The purpose of a Minor Plat is to simplify divisions of land under certain circumstances outlined in State law.

(b) **Applicability.** An application for approval of a Minor Plat may be filed only in accordance with State law, when all of the following circumstances apply:

(1) The proposed division results in four (4) or fewer lots;

(2) All lots in the proposed subdivision front onto an existing public street and the construction or extension of a street or alley is not required to meet the requirements of this Subdivision Ordinance; and

(3) Except for right-of-way widening and easements, the plat does not require the extension of any municipal facilities to serve any lot within the subdivision.

(c) **Application Requirements.** The requirements for the submittal of a Minor Plat shall be the same as the requirements for a Final Plat, as outlined in Section 4.03.

(d) **Review by Director of Development Services.** The Director of Development Services shall:

(1) Initiate review of the plat and materials submitted.

(2) Request written comments from other City departments, such as Engineering Services, Fire Department, Public Works and Parks & Recreation, if deemed necessary.

(e) **Action by Director of Development Services.** The Director of Development Services shall:

(1) Determine whether the Minor Plat meets the regulations of this Subdivision Ordinance.

(2) Act within thirty (30) calendar days following the official filing date of a completed application for a Minor Plat (unless the applicant submits a Waiver of Right to 30-Day Action as outlined in Section 3.03(e)). If no decision is rendered by the Director of Development Services, or if the Director has not deferred the application to the Planning & Zoning Commission for decision, within the thirty (30) day period described above or such longer period as may have been agreed upon, the Minor Plat, as submitted, shall be deemed to be approved.

(3) Take one of the following actions:

a. Approve the Minor Plat;

b. Approve the Minor Plat with conditions, which shall mean that the Minor Plat shall be considered to have been approved once such conditions are fulfilled; or

c. Defer the Minor Plat to the Commission for consideration prior to expiration of the required 30-day approval period unless a Waiver of Right to 30-Day Action is submitted in accordance with Section 3.03(e).

(f) **Criteria for Approval.** The following criteria shall be used by the Director of Development Services to determine whether the application for a Minor Plat shall be approved, approved with conditions, or denied:

(1) The Minor Plat is consistent with all zoning requirements for the property (if applicable), any approved Improvement Agreement (if applicable), and all other requirements of this Subdivision Ordinance that apply to the plat;

(2) All lots to be created by the plat already are adequately served by improved public street access and by all required City utilities and services and by alleys, if applicable;

(3) The ownership, maintenance and allowed uses of all designated easements have been stated on the Minor Plat; and

(4) Except for right-of-way widening and easements, the plat does not require the extension of any municipal facilities to serve any lot within the subdivision.

(g) **Procedures for Recordation Following Approval.** The procedures for recordation of a Minor Plat shall be the same as the procedures for recordation of a Final Plat, as outlined in Section 4.03.

(h) **Appeal of Decision on Minor Plat Application.**

(1) Commission Decision. If the Director of Development Services defers the Minor Plat application to the Planning & Zoning Commission, the Commission shall consider the application at a regular meeting no later than thirty (30) calendar days after the date on which the Director of Development Services deferred the application to the Commission. The Commission shall, upon simple majority vote, take one of the following actions:

a. Approve the Minor Plat;

b. Approve the Minor Plat with conditions, which shall mean that the Minor Plat shall be considered to have been approved once such conditions are fulfilled; or

c. Deny the Minor Plat.

(2) Appeal. The decision of the Commission may be appealed to the City Council in accordance with the procedures for an appeal on a Final Plat decision, which are outlined in Section 4.03. The City Council decision is final.

(i) **Revisions Following Approval.** Revisions may only be processed and approved as a Replat or Amending Plat, as applicable.

SECTION 4.06 REPLATS AND AMENDING PLATS – GENERAL REQUIREMENTS

(a) **Applicability and Terminology.**

(1) The procedures outlined in this Section and in subsequent Sections 4.07, 4.08 and 4.09 shall apply only if a property owner seeks to change any portion of a plat that has been filed of record with the appropriate County.

(2) The term "Replat" includes changes to a recorded final plat, whether the change is effected by replatting without vacation (Section 4.07), replatting by vacating the recorded plat and approving a new application (Section 4.09), or approving an Amending Plat (Section 4.08).

(b) **City Action Required.** Unless otherwise specified, any change to a recorded plat shall be subject to approval by the Commission.

(c) **Construction Management.** If the subdivision as replatted requires construction of additional improvements, the provisions of Section 5 shall apply. If the subdivision as replatted does not require any appreciable alteration or improvement of utility installations, streets, alleys, building setback lines, etc., then no Construction Plans shall be required.

(d) **Application and Approval Procedures.** Unless otherwise specified, application and all related procedures and approvals, including recordation, for a Replat or Amending Plat shall be the same as specified for a Final Plat, as outlined in Section 4.03.

SECTION 4.07 REPLATS

(a) **Purpose & Applicability.** A Replat of all or a portion of a recorded plat may be approved in accordance with State law without vacation of the recorded plat, if the Replat:

(1) Is signed and acknowledged by only the owners of the property being replatted;

(2) Is approved after a public hearing; and

(3) Does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat.

(b) **General Notice and Hearing Requirements.** Published notice of the public hearing on the Replat application shall be given in accordance with Section 3.05 and State law, if applicable (also see specific notice and hearing requirements for special replats in Section 4.07(d)(3)). The public hearing shall be conducted by the Commission.

(c) **Partial Replat Application.** If a Replat is submitted for only a portion of a previously platted subdivision, the Replat must reference the previous subdivision name and recording information, and must state on the Replat the specific lots which are being changed along with a detailed "Purpose for Replat" statement.

(d) **Special Replat Requirements.**

(1) Applicability. A Replat without vacation of the preceding plat, in accordance with State law, must conform to the requirements of this Section 4.07(d) if:

a. During the preceding five (5) years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two (2) residential units per lot; or

b. Any lot in the preceding plat was limited by deed restrictions to residential use for not more than two (2) residential units per lot.

(2) Exception. The requirements of this Section 4.07(d) shall not apply to any approval of a Replat application for a portion of a recorded plat if all of the proposed area sought to be replatted was designated or reserved for usage other than for single- or duplex-family residential usage. Such designation must be noted on the recorded plat or in the legally recorded restriction applicable to such plat.

(3) Notice and Hearing. Notice of the required public hearing shall be given before the fifteenth (15th) calendar day before the date of the hearing by:

a. Publication in an official newspaper or a newspaper of general circulation in the applicable City or unincorporated area (as applicable) in which the proposed replat property is located; and

b. By written notice, with a copy of Section 212.015(c) of the Texas Local Government Code (as amended) attached, forwarded by the City to the owners of lots that are in the original subdivision and that are within two hundred feet (200') of the lots to be replatted, as indicated on the most recently approved municipal tax roll or in the

case of a subdivision within the ETJ, the most recently approved applicable county tax roll of the property upon which the replat is requested. The written notice may be delivered by depositing the notice, properly addressed with postage prepaid, in a post office or postal depository within the boundaries of the City.

(4) Protest. If the Replat application is accompanied by a Waiver petition (per Section 9.01) and is protested in accordance with this Section 4.07(d)(4), approval of the Replat shall require the affirmative vote of at least three-fourths of the voting members of the Commission present at the meeting. For a legal protest, written instruments signed by the owners of at least twenty percent (20%) of the area of the lots or land immediately adjoining the area covered by the Replat application and extending two hundred feet (200') from that area, but within the original subdivision, must be filed with the Commission prior to the close of the public hearing. The area of streets and alleys shall be included in the area computations.

(e) **Review and Consideration.** The review and approval processes for a Replat shall be the same as the review and approval processes for a Final Plat (except for the public hearing and notice requirements described in Section 4.07(d)(3)), which are outlined in Section 4.03. The Director of Development Services shall be the responsible official and the Commission shall be the initial decision-maker for a Replat application. Procedures to appeal a decision on a Replat shall also be processed and considered the same as a Final Plat (Section 4.03).

(f) **Effect.** Upon approval and recording of the Replat, it is controlling over the previously recorded plat for the portion replatted.

SECTION 4.08 AMENDING PLATS

(a) **Purpose.** The purpose of an Amending Plat shall be to provide an expeditious means of making minor revisions to a recorded plat consistent with provisions of State law.

(b) **Applicability.** The procedures for an Amending Plat shall apply only if the sole purpose of the Amending Plat is to achieve one or more of the following:

(1) Correct an error in a course or distance shown on the preceding plat;

(2) Add a course or distance that was omitted on the preceding plat;

(3) Correct an error in a real property description shown on the preceding plat;

(4) Indicate monuments set after the death, disability or retirement from practice of the engineer or surveyor responsible for setting monuments;

(5) Show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;

(6) Correct any other type of scrivener or clerical error or omission previously approved by the municipal authority responsible for approving plats, including lot numbers, acreage, street names, and identification of adjacent recorded plats;

(7) Correct an error in courses and distances of lot lines between two adjacent lots if:

a. Both lot owners join in the application for amending the plat;
b. Neither lot is abolished;
c. The amendment does not attempt to remove recorded covenants or restrictions; and
d. The amendment does not have a material adverse effect on the property rights of the other owners in the plat;

(8) Relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;

(9) Relocate one or more lot lines between one or more adjacent lots if:
a. The owners of all those lots join in the application for amending the plat;
b. The amendment does not attempt to remove recorded covenants or restrictions; and
c. The amendment does not increase the number of lots;

(10) Make necessary changes to the preceding plat to create six (6) or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:
a. The changes do not affect applicable zoning and other regulations of the municipality;
b. The changes do not attempt to amend or remove any covenants or restrictions; and
c. The area covered by the changes is located in an area that the municipal planning commission or other appropriate governing body of the municipality has approved, after a public hearing, as a residential improvement area; or

(11) Replat one or more lots fronting on an existing street if:
a. The owners of all those lots join in the application for amending the plat;
b. The amendment does not attempt to remove recorded covenants or restrictions;
c. The amendment does not increase the number of lots; and
d. The amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.

(c) **Certificates of Correction.** Certificates of Correction are prohibited.

(d) **Notice.** In accordance with State law, the approval and issuance of an Amending Plat shall not require notice, hearing or approval of other lot owners.

(e) **Review by Director of Development Services.** The Director of Development Services shall:

(1) Initiate review of the plat and materials submitted.

(2) Request written comments from other City departments, such as Engineering Services, Fire Department, Public Works and Parks & Recreation, if deemed necessary.

(f) **Action by Director of Development Services.** The Director of Development Services shall:

(1) Determine whether the Amending Plat meets the regulations of this Subdivision Ordinance.

(2) Act within thirty (30) calendar days after the application is deemed complete per Section 3.03(g)

(3) Take one of the following actions:

a. Approve the Amending Plat;

b. Approve the Amending Plat with conditions, which shall mean that the Amending Plat shall be considered to have been approved once such conditions are fulfilled; or

c. Defer the Amending Plat to the Commission for consideration prior to expiration of the required 30-day approval period unless a Waiver of Right to 30-Day Action is submitted in accordance with Section 3.03(e).

(g) **Procedures for Recordation Following Approval.** The procedures for recordation of an Amending Plat shall be the same as the procedures for recordation of a Final Plat, as outlined in Section 4.03.

(h) **Effect.** Upon approval, an Amending Plat shall be recorded and is controlling over the previously recorded plat without vacation of that plat.

(i) **Appeal of Decision on Amending Plat Application.**

(1) Commission Decision. If the Director of Development Services defers the Amending Plat application to the Planning & Zoning Commission, the Commission shall consider the application at a regular meeting no later than thirty (30) calendar days after the date on which the Director of Development Services deferred the application to the Commission. The Commission shall, upon simple majority vote, take one of the following actions:

a. Approve the Amending Plat;

b. Approve the Amending Plat with conditions, which shall mean that the Amending Plat shall be considered to have been approved once such conditions are fulfilled; or

c. Deny the Amending Plat.

(2) Appeal. The decision of the Commission may be appealed to the City Council in accordance with the procedures for an appeal on a Final Plat decision, which are outlined in Section 4.03. The City Council decision is final.

SECTION 4.09 PLAT VACATION

(a) **Purpose.** The purpose of a Plat Vacation is to provide an expeditious means of vacating a recorded plat in its entirety, consistent with provisions of State law.

(b) **Initiation of a Plat Vacation.**

(1) By Property Owner. The property owner of the tract covered by a plat may submit an application to vacate the plat at any time before any lot in the plat is sold.

(2) By All Lot Owners. If lots in the plat have been sold, an application to vacate the plat must be submitted by all the owners of lots in the plat.

(3) City Council. If the City Council, on its own motion, determines that the plat should be vacated in the interest of and to protect the public's health, safety and welfare; and:

a. No lots within the approved plat have been sold within five (5) years following the date that the Final Plat was approved by the City; or

b. The property owner has breached an Improvement Agreement, and the City is unable to obtain funds with which to complete construction of public improvements, except that the vacation shall apply only to lots owned by the property owner or its successor; or

c. The plat has been of record for more than five (5) years, and the City Council determines that the further sale of lots within the subdivision or addition presents a threat to public health, safety and welfare, except that the vacation shall apply only to lots owned by the property owner or its successors.

(c) **Notice.** Published notice of the public hearing on the Plat Vacation application shall be given in accordance with Section 3.05 and State law. The hearing shall be conducted by the City Council.

(d) **Review by Director of Development Services.** The Director of Development Services shall:

(1) Initiate review of the Plat Vacation application and materials submitted.

(2) Request written comments from other City departments, such as Engineering Services, Fire Department, Public Works and Parks & Recreation, if deemed necessary.

(e) **Action by the City Council.** The City Council shall:

(1) Review the Plat Vacation application, the findings of the Director of Development Services, and any other information available. From all such information, the City Council shall make a finding as to whether or not the plat should be vacated. The City Council's decision on a Plat Vacation shall be final.

(2) Take one of the following actions:

a. Approve the Plat Vacation;

b. Approve the Plat Vacation with conditions, which shall mean that the Plat Vacation shall be considered to have been approved once such conditions are fulfilled; or

c. Deny the Plat Vacation.

(f) **Procedures for Recordation Following Approval.** If the City Council adopts a resolution vacating a plat in whole, it shall record a copy of the resolution in the County Clerk's Office. If the City Council adopts a resolution vacating a plat in part, it shall cause a revised Final Plat to be recorded along with the resolution which shows that portion of the original plat that has been vacated and that portion that has not been vacated.

(g) **Effect.**

(1) On the execution and recording of the vacating instrument, the previously filed plat shall have no effect. Regardless of the City Council's action on the petition, the property owner(s) or developer will have no right to a refund of any monies, fees or charges paid to the City nor to the return of any property or consideration dedicated or delivered to the City except as may have previously been agreed to by the City Council.

(2) The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat.

(3) The City Council, at its discretion, shall have the right to retain all or specific portions of road rights-of-way or easements shown on the plat being considered for vacation. However, the City Council shall consider plat vacation upon satisfactory conveyance of easements and/or rights-of-way in a separate legal document using forms provided by the City Attorney's office.

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SECTION 5: CONSTRUCTION PLANS & PROCEDURES

SECTION 5.01 CONSTRUCTION PLANS

(a) **Purpose.** To require that required public improvements be installed to serve a development in accordance with all the Subdivision Ordinance standards.

(b) **Submitting Plans.** Plans shall be submitted in accordance with Engineering Services requirements, as provided in the Development Application Handbook. Incomplete plans shall not be accepted and such plans shall be returned to the applicant.

(c) **Responsible Official and Decision.** The Director of Engineering Services shall be the responsible official for review and approval of Construction Plans. The Director of Engineering Services shall also be the initial decision-maker for Construction Plans. In this capacity, therefore, the Director of Engineering Services shall approve, approve subject to modifications, or deny the Construction Plans.

(d) **Approval Required & Timing of Construction.** Construction Plans must be approved in accordance with this Section prior to the approval and/or recordation of the Final Plat, unless otherwise stated within the Subdivision Ordinance.

(e) **Criteria for Approval.** The Director of Engineering Services shall approve Construction Plans if:

(1) The plans are consistent with the approved Preliminary Plat, or the proposed Final Plat; and

(2) The plans conform to the subject property's zoning and Planned Development standards (including zoning design standards), and to the standards for adequate public facilities, contained in this Subdivision Ordinance and all other applicable municipal codes.

(f) **Effect.** Approval of Construction Plans authorizes the applicant to schedule a Pre-Construction Meeting in accordance with Section 5.02 and apply for Construction Release in accordance with Section 5.01(i).

(g) **Expiration.** The approval of Construction Plans shall remain in effect for a period of one (1) year from the date of approval, or for the duration of construction of the project, provided that progress toward completion of the project continues to be demonstrated, unless the Plans are extended in accordance with Section 5.01(h).

(h) **Extension.** Construction Plans may be extended for a period of six (6) additional months beyond the expiration date. A request must be made in writing to Engineering Services for such extension prior to expiration of the plans, and shall include reasons why the plans should be extended.

(1) Decision by the Director of Engineering Services.

a. The Director of Engineering Services will review the extension request, and shall approve, approve with conditions, or deny the extension request within thirty (30) calendar days following the official filing date.

b. Should the Director of Engineering Services fail to act on an extension request within thirty (30) calendar days, the extension shall be deemed to be approved.

(2) Consideration. The Director of Engineering Services shall extend Construction Plans approval for a period of six (6) additional months beyond the Plans' expiration date if:

a. A Final Plat has been submitted, approved or filed of record for any portion of the property shown on the Construction Plans;

b. The Construction Plans comply with new ordinances that impact the health, safety and general welfare of the community;

c. Demonstrable forward progress has been made to proceed with construction or required improvements; and

d. An Improvement Agreement (Section 5.04), if applicable, is still valid and in full effect.

(3) Conditions. In granting an extension, the Director of Engineering Services may impose such conditions as are needed to ensure that the land will be developed in a timely fashion and that the public interest is served. Any extension may be predicated upon compliance with new development regulations and/or the applicant waiving any vested rights.

(4) Total Extension. A second, six (6) month extension may be requested using the same process outlined above.

(i) **Construction Release.** Upon approval of the Preliminary Plat and the Construction Plans, receipt of all documentation (e.g., insurance information, bonds, etc.) and fees required by Engineering Services, and after the Pre-Construction Meeting with City staff (Section 5.02), the Director of Engineering Services shall release the plans for construction if all City requirements pertaining to construction have been met. The Construction Release shall remain in effect for a period of one (1) year from the date of issuance, or for the duration of construction of the project, provided that progress toward completion of the project continues to be demonstrated. Expiration, and possible extension, of the Construction Release shall be the same as for the Construction Plans (see Sections 5.01(g) and 5.01(h)).

SECTION 5.02 PRE-CONSTRUCTION MEETING

(a) **Requirement.** The applicant(s) shall attend a Pre-Construction Meeting with Engineering Services following the approval of Construction Plans and prior to commencement of any construction on the property.

(b) **Purpose.** The purpose of the Pre-Construction Meeting is to discuss administrative, communication, and operating procedures for project construction prior to Construction Release (refer to Section 5.01(i)) or issuance of a Building Permit. A list of typical inspection items, procedures and acceptance criteria for items in public right-of-way and easements will also be furnished to the applicant.

(c) **Notice.** The applicant shall receive written notice from the Director of Engineering Services that Construction Plans have been approved and that the project is eligible for a Pre-Construction Meeting.

(d) **Effect.** Following the Pre-Construction Meeting and upon approval of the Construction Plans and full compliance with all pre-construction requirements, the Director of Engineering Services shall authorize Construction Release (see Section 5.01(i)), allowing the applicant to commence with construction of the project. The applicant may also be issued a Building Permit, if appropriate, provided that a Building Permit application has been submitted and approved and all other Building Permit requirements have also been met.

SECTION 5.03 TIMING OF PUBLIC IMPROVEMENTS

(a) **Completion Prior to Final Plat Approval & Recordation.** Completion of all required public improvements, in accordance with the approved Preliminary Plat and the approved Construction Plans, shall occur prior to Final Plat approval and recordation. A Final Plat shall not be accepted for filing, nor shall it be considered for approval, prior to completion of such improvements except as provided in Section 5.03(b).

(b) **Completion After Final Plat Approval & Recordation.** The Director of Engineering Services, upon written request by the applicant, may allow construction of public improvements after Final Plat approval and recordation. Such postponement shall be conditioned on execution of an Improvement Agreement and provision of security, in accordance with Section 5.04. It shall be at the Director's discretion to determine whether postponing construction of public improvements until after Final Plat approval and recordation is appropriate, and therefore, whether financial guarantee is acceptable through an Improvement Agreement.

(c) **Deferral of Obligation.** The Director of Engineering Services may defer the developer's obligation to dedicate rights-of-way for, or to construct, public improvements to serve a new development upon execution of an Improvement Agreement and upon provision of adequate security (see Section 5.04).

(d) **Phased Development.** If the development is being platted and constructed in phases, improvements shall be completed as platted areas are approved and phases are constructed. Also refer to Section 4.02(i) for details regarding phased development and Preliminary Plat validity.

(e) **Easements for Utility Providers.** The applicant is responsible for contacting all utility providers prior to beginning construction, and for securing all necessary easements for same prior to Final Plat approval and recordation. The applicant's engineer shall provide the Director of Engineering Services with written certification that all necessary easements are secured for the various utility providers, and such easements shall be shown on the Final Plat with the recording information for each.

(f) **Off-Site Easements.** All necessary off-site easements required for installation of required off-site public improvements to serve the development shall be acquired by the applicant prior to the Pre-Construction Meeting (see Section 5.02), or prior to approval and recordation of the Final Plat, whichever occurs first. Off-site easements shall be conveyed and recorded at the County by an instrument approved by the City. If the property on which the off-site easement is required has been platted, a replat is required to dedicate the easement.

SECTION 5.04 IMPROVEMENT AGREEMENTS AND SECURITY FOR COMPLETION

(a) **Improvement Agreement and Security for Completion.** When any of the required public improvements will be postponed and constructed after Final Plat approval and recordation, the Final Plat shall not be accepted for filing, nor shall it be approved, unless and until the applicant enters into an Improvement Agreement by which the applicant:

(1) Will complete the improvements;

(2) Warrants the improvements for a period of two (2) years following final acceptance by the City;

(3) Provide a maintenance bond in the amount of one hundred and ten percent (110%) of the costs of the improvements for such period;

(4) Provides provisions for securing the obligations of the agreement consistent with Section 5.04(e); and

(5) Outlines other terms and conditions as are agreed to by the applicant and the City, or as may be required by this Subdivision Ordinance.

(b) **Agreement to Run with the Land.** The Improvement Agreement shall provide that the covenants and other items of agreement contained therein shall run with the land and shall bind all successors, heirs and assignees of the applicant. All existing owners shall be required to execute the agreement or provide written consent to the covenants and other items contained in the agreement.

(c) **Decision by the Director of Engineering Services.** The Director of Engineering Services shall review the Improvement Agreement, and shall approve it, approve it with conditions, or deny it. The agreement shall also be subject to review by the City Attorney prior to any approval by the Director

of Engineering Services, and the applicant shall reimburse the City for all related legal costs for review. This reimbursement shall be paid in full prior to filing of the Final Plat.

(d) **Appeal of Decision.** The applicant may appeal the Director of Engineering Services' decision on the Improvement Agreement to the City Council by submitting written notice of appeal to the Director of Engineering Services within fourteen (14) calendar days following the date of such decision. The City Council shall hear and decide the appeal within thirty (30) calendar days following receipt of the notice of appeal. The City Council may only overturn the Director of Engineering Services' decision upon a favorable vote of at least four (4) of the Council's voting members, and the Council's decision shall be final.

(e) **Security for Completion of Improvements.**

(1) Type of Security. When any of the required public improvements will be constructed after approval and recordation of the Final Plat, the applicant shall guarantee proper construction of such postponed improvements, in accordance with the City's design standards and with this Subdivision Ordinance, by a bond executed by a surety company holding a license to do business in the State of Texas, and acceptable to the City, on the form provided by the City. The performance bond shall be approved as to form by the City Attorney;

(2) Estimated Cost & Security Approval. Security shall be issued in the amount of one hundred and ten percent (110%) of the cost to construct and complete all required public improvements to the City's standards as estimated by the applicant's professional engineer, and as approved by the Director of Engineering Services. Security shall be subject to the review and approval of the City Attorney. The applicant shall reimburse the City for all related legal costs for review (this reimbursement shall be paid in full prior to filing of the Final Plat).

(3) Security for Construction in Extraterritorial Jurisdiction (ETJ). Where all or some portion of the proposed development is located in the City's ETJ, the security shall be in a form and shall contain such terms as are consistent with the City's interlocal agreements with Collin and Denton Counties (as applicable) under Texas Local Government Code, Chapter 242. In cases where the requirements governing the form and terms of the security are defined in such an agreement, they will supersede any conflicting provisions within this Subdivision Ordinance.

(f) **Escrow Policies and Procedures.**

(1) Request for Escrow. The City may require or the developer may petition the City to defer required improvements in exchange for a deposit of escrow. An example may include a timing issue due to pending street improvements by another agency such as TxDOT. The Director of Engineering Services may require studies and other information to support the developer's request to escrow.

(2) Escrow Deposit With the City. When the Director of Engineering Services requires or agrees to accept escrow deposits, the developer shall deposit in escrow with the City an amount equal to one hundred and ten percent (110%) of the total "turnkey" costs including, but not limited to, the design, permitting, acceptance and inflation costs related to the

improvement(s). The Director of Engineering Services shall review and approve the amount, which shall be approved and paid prior to recordation of the Final Plat.

(3) City Usage of Escrowed Funds. The City may also use the escrowed funds in participation with another entity (such as TxDOT, Collin or Denton County, etc.) to jointly construct the public improvement(s).

(4) Termination of Escrow. Escrows, or portions of escrowed amounts, which remain unused after a period of ten (10) years following the date of such payment shall, upon written request, be returned to the developer. Such return of escrowed funds does not remove any obligations of the developer for construction of the required improvement(s).

(5) Refund. If all or a portion of a street or other type of public improvement for which escrow is deposited is constructed by a party other than the City, the remaining unused escrowed funds, upon written request, be refunded to the developer after completion and City acceptance of the street or public improvement.

(6) Interest on Escrowed Funds. When escrowed funds are returned or refunded to the escrowing developer, the City shall retain all of the interest accrued by the funds.

(7) Escrow Fee Agreement. The Director of Engineering Services, at his/her discretion, may require an escrow fee agreement be executed.

SECTION 5.05 INSPECTION, MAINTENANCE & ACCEPTANCE OF PUBLIC IMPROVEMENTS

(a) **Inspections.**

(1) The Director of Engineering Services shall inspect the construction of improvements while in progress, as well as upon completion. The applicant, or his contractor, shall maintain contact with the Director of Engineering Services during construction of improvements.

(2) Construction shall be in accordance with the approved Construction Plans. Any significant change in design required during construction shall be made by the applicant's engineer, and shall be subject to approval by the Director of Engineering Services.

(3) If the Director of Engineering Services finds, upon inspection, that any of the required public improvements have not been constructed properly and in accordance with the approved Construction Plans, the applicant shall be responsible for completing and/or correcting the public improvements to bring such into compliance.

(b) **Maintenance During Construction.** The applicant shall maintain all required public improvements during construction of the development.

(c) **Submission of Record Drawings.** The City shall accept required public improvements when the applicant's engineer has certified to the Director of Engineering Services, through submission of detailed "record" drawings of the project and filed copies of any off-site easements, unless otherwise noted within the Subdivision Ordinance, that the public improvements have been built in accordance with the approved Construction Plans. The City shall not accept improvements until the Final Plat is approved by the City and recorded at the County. Each record drawing sheet shall show all changes made in the plans during construction, and on each sheet, there shall be a

"record" stamp bearing the signature of the engineer and date. Detailed requirements for such drawings are available in Engineering Services.

(d) **Acceptance or Rejection of Improvements by Director of Engineering Services.**

(1) Responsible Official. The Director of Engineering Services shall be responsible for inspecting all required public improvements shown in the Construction Plans, and for accepting completed subdivision improvements intended for dedication to the City.

(2) Final Inspection. After completion of all improvements, franchise utilities, grading, and erosion control, the Director of Engineering Services, the Director of Public Works, the Director of Parks & Recreation, and other designated representatives (as applicable) will perform a final inspection before recommending acceptance of the improvements.

(3) Letter of Final Acceptance. If all improvements are completed, inspected, tested (if applicable), and determined by the City to be in conformance with this Subdivision Ordinance and with the City's design standards, then the Director of Engineering Services shall issue a Letter of Final Acceptance to the applicant, thereby notifying the applicant of the City's acceptance.

(4) Meaning of Acceptance. Acceptance of the improvements shall mean that the applicant has transferred all rights to all the public improvements to the City for title, use and maintenance.

(5) Rejection. The Director of Engineering Services shall reject those improvements that fail to comply with the City's standards and specifications. The City shall enforce the guarantee provided by agreement(s).

(e) **Disclaimer.** Approval of a Preliminary Plat or Final Plat by the Commission, or Construction Plans by the Director of Engineering Services, shall not constitute acceptance of any of the public improvements required to serve the subdivision or development. No public improvements shall be accepted for dedication by the City except in accordance with this Section.

(f) **Acceptance of Improvements for Land in Extraterritorial Jurisdiction (ETJ).** Where the improvements to be constructed under an Improvement Agreement are located within the City's ETJ and are to be dedicated to a County, the Director of Engineering Services shall inform the County that the public improvements have been constructed in accordance with approved Construction Plans, and are ready for acceptance by the County.

(g) **Maintenance Bond Following Acceptance.** The applicant shall furnish to the Director of Engineering Services a sufficient maintenance bond with a reputable and solvent corporate surety registered with the State of Texas, in favor of the City, to indemnify the City against any repairs. The bond shall be in effect for two (2) years from the date of final acceptance of the entire project. The bond, which is a part of the requirements for final acceptance, shall be a minimum of one hundred and ten percent (110%) of the value of the work constructed. Final acceptance shall be withheld until said maintenance bond is furnished to the City in a form acceptable by the City Attorney. Once the maintenance bond has been examined and approved by the City Attorney, the City Attorney shall certify the bond is valid and enforceable as provided by law prior to recommending acceptance by the Director of Engineering Services. The applicant shall reimburse

the City for all related legal costs for review (this reimbursement shall be paid in full prior to filing of the Final Plat).

SECTION 6

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SECTION 7: SPECIAL EXTRATERRITORIAL JURISDICTION POLICIES & REGULATIONS

SECTION 7.01 GENERAL POLICIES IN THE EXTRATERRITORIAL JURISDICTION (ETJ)

(a) **Application of Requirements.** Unless otherwise stated within this Subdivision Ordinance, all standards, specifications and regulations shall apply to development within the City's extra-territorial jurisdiction (ETJ).

(b) **Extension of Services.** Given that land proposed for development in the City's ETJ must be served adequately by essential public facilities and services, including those related to adequate water distribution, wastewater collection and treatment, streets, pedestrian circulation, storm drainage conveyance, and park and recreational facilities, the following policies for the provision of infrastructure services into the City's ETJ shall apply:

(1) It is in the City's best interest to encourage development in areas adjacent to compatible development already receiving City services, and particularly where those services have excess capacity.

(2) It is in the City's best interest to discourage development in remote areas as well as those areas that exhibit environmental hazards.

(3) It is in the City's best interest to annex areas that:

a. Need to be protected in order to prevent or reduce flood damage in existing urban areas;

b. Possess unique physical characteristics;

c. Have requested City services; or

d. Minimize the City's fiscal liability.

(4) It is in the City's best interest to withhold all water and sewer extensions outside the City's limits except in instances where the extension will serve a large-volume user(s) who has agreed in writing to annexation at a predetermined date, and who has demonstrated that a significant community benefit will accrue to the City if it provides such service outside the City's limits, and where no significant fiscal liabilities will be incurred by the City.

(5) It is in the City's best interest to provide services, other than water and wastewater service, to individual users beyond the City's limits:

a. Upon request and under contracts or cost-sharing arrangements that minimize future City fiscal liability;

b. Upon request and under contracts or cost-sharing arrangements that encourage compact development;

c. Upon request and under contracts or cost-sharing arrangements that ensure compliance with City subdivision, building, electrical, plumbing and fire codes; and

d. When it is not in the City's best interest to annex the areas to be served.

(6) The City shall therefore provide for extension of public facilities and services only under the following circumstances:

a. Such extension is part of an annexation agreement that provides for development consistent with established City objectives and policies, such as the Comprehensive Plan;

b. Such extension allows the City to retain its right under State law to annex the property in the future;

c. The quality of the development that is occurring is consistent with City standards (if applicable);

d. The use or development offers significant public benefits to the City; and

e. The proposed development and land uses comply with City Building and Fire Codes (as agreed to in an annexation agreement with the City).

(c) **Design and Construction Standards for Public Improvements in the City's Extraterritorial Jurisdiction (ETJ).** All public improvements constructed in conjunction with a new development in the City's ETJ shall be designed, engineered and constructed in accordance with the City's standards as set forth in the *Engineering Standards*, and all other applicable City master plans (e.g., water and wastewater master plans, master storm drainage plans, the *Comprehensive Plan*, etc.).

SECTION 7.02 COLLIN & DENTON COUNTY REGULATIONS

(a) **Interlocal Agreements.** The City has executed separate interlocal cooperation agreements as authorized under Chapter 242 of the Texas Local Government Code with both Collin County and Denton County.

(1) Collin County has assigned to the City its authority to approve plats in the City's ETJ. The agreement also provides for the City to enforce its subdivision regulations, together with specified regulations of Collin County, within the City's ETJ. (For specific responsibilities, see the separate interlocal agreement, Resolution No. 06-02-28R.)

(2) Denton County has assigned to the City its authority to approve plats in the City's ETJ. The agreement also provides for the City to enforce its subdivision regulations, together with specified regulations of Denton County, within the City's ETJ. (For specific responsibilities, see the separate interlocal agreement, Resolution No. 02-03-66R.)

(b) **Conflict of Regulations.** In the event that the subdivision rules and regulations of the applicable County provide a more stringent standard than the City's, then the more stringent County standard shall apply.

SECTION 7.03 CITY PARTICIPATION IN IMPROVEMENTS IN THE EXTRATERRITORIAL JURISDICTION (ETJ)

(a) **Improvements.** The City shall not be required to participate in the cost of any improvements where such improvements required by this Ordinance are outside the corporate limits of the City (i.e., they are within the City's ETJ area).

(b) **Certificates of Occupancy/Utility Connections.**

(1) A Certificate of Occupancy for non-residential and multifamily projects within the City's ETJ shall not be issued until a Letter of Final Acceptance (refer to Section 5.05(d)) has been issued by the City, and a copy of such Letter has been submitted to the Building Official by the developer, unless otherwise authorized by the City Manager or designee.

(2) Utility connections for all developments in the City's ETJ shall not be issued until a Letter of Final Acceptance (refer to Section 5.05(d)) has been issued by the City, and a copy of such Letter has been submitted to the Building Official by the developer, unless otherwise authorized by the City Manager.

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SECTION 8: SUBDIVISION REQUIREMENTS

SECTION 8.01 GENERAL POLICIES

(a) **Conformance to Plans.**

(1) Public Improvements. Proposed public improvements serving new development shall conform to and be properly related to the public facilities elements of the Comprehensive Plan, other adopted master plans for public facilities and services, and applicable capital improvements plans, and shall at a minimum meet the service levels specified in such plans.

(2) All Plats within the City and its ETJ, and corresponding Construction Plans, shall provide for thoroughfares as shown in the Comprehensive Plan. The alignment and right-of-way width of all proposed thoroughfares shall be in general conformance with the Comprehensive Plan. Minor adjustments to thoroughfare alignments may be allowed without amending the *Comprehensive Plan* if the Director of Development Services believes the new alignment meets the spirit and intent of the *Comprehensive Plan* and will not compromise public safety or traffic efficiency. The design and construction of all proposed thoroughfares shall be in conformance with the City's *Engineering Standards*, and shall be subject to approval by the Director of Engineering Services. Such approvals shall be required prior to any Plat approval.

Comprehensive Plan Amendment. If a significantly different roadway alignment or type (from what is shown on the *Comprehensive Plan*) is proposed, then the *Comprehensive Plan* shall be amended prior to any Plat approval. Submission of a Traffic Impact Analysis (TIA) of the proposed amendment by the developer may be required if the Director of Development Services and the Director of Engineering Services determine that such an analysis is necessary to fully assess the impact of the proposal upon the City's overall thoroughfare network.

(3) Water and Wastewater Plans. The design and construction of the water system and wastewater system to serve the development shall be in conformance with the City's master plans for water and wastewater facilities, and with the *Engineering Standards*, and shall be subject to approval by the Director of Engineering Services prior to approval of the Construction Plans and the Final Plat.

(4) Storm Drainage Standards. The design and construction of the storm drainage system to serve the development shall be in conformance with but not limited to the City's master plans for storm water drainage, with the City's Storm Drainage Ordinance, and with the *Engineering Standards*, and shall be subject to approval by the Director of Engineering Services prior to approval of the Construction Plans and the Final Plat.

(b) **Adequate Public Facilities.**

(1) Adequate Services for Areas Proposed for Development. Land proposed for development in the City and in the City's ETJ shall be served adequately by essential public facilities and services, including but not limited to water distribution, wastewater collection and treatment, roadways, pedestrian circulation, storm drainage conveyance, and park and recreational facilities. Land shall not be approved for platting or development until adequate public facilities necessary to serve the development exist or provisions have been made for the facilities, whether the facilities are to be located within the property being developed or offsite.

a. *Street Access.* A Plat will not be approved unless all of the proposed lots have safe and reliable street access for daily use and emergency purposes.

1. A Plat will not be approved unless all of the proposed lots have direct access to an improved public street (or a public street that will be improved during construction of the proposed development) to the City's minimum design and paving standards, or to an approved public way that is connected to an improved public street.
2. Except for lots which are provided access from an approved cul-de-sac, all lots within a development shall have at least two (2) means of access or approach. Where development phasing or constraints of the land prevent the provision of a second, separate means of access, the City may accept a temporary street connection provided that a second permanent access point can be reasonably anticipated with future development of adjacent properties.
3. For properties situated adjacent to an existing or planned median-divided thoroughfare, at least one (1) of the required access points shall occur at, or through access easement connection to, a median opening. (See Diagram 8.01-1)

b. *Water.* A Plat will not be approved unless all of the proposed lots are connected to a public water system which is capable of providing adequate water for health and emergency purposes.

1. Except for lots along an approved cul-de-sac, all lots shall be provided service connections from a looped water main providing water flow from two (2) directions or sources.
2. Water service shall be sufficient to meet the fire flow requirements of the proposed development, except where a suitable alternative means of fire protection is approved by the Fire Chief.
3. The City may require the phasing of development and/or improvements to the water system to ensure adequate fire protection.

c. *Wastewater.* A Plat will not be approved unless all of the proposed lots are served by an approved means of wastewater collection and treatment.

1. The projected wastewater discharge of a proposed development shall not exceed the proposed capacity of the wastewater system.

2. The City may require the phasing of development and/or improvements to the sanitary sewer system so as to maintain adequate wastewater capacity.

d. *Storm Drainage.* Increased storm water runoff attributable to new development shall not cause impacts to adjoining, upstream or downstream properties. Impacts are defined as an increase in runoff between pre and post development. Where the projected runoff from a new development exceeds runoff from pre development conditions, the City may require the phasing of development, the use of control methods such as retention or detention, obtaining off-site drainage easements, and/or the construction of off-site drainage improvements as means of mitigation.

(2) Property Owner's Responsibilities. The property owner shall be responsible for, but not limited to, the following:

a. Dedication and Construction of Improvements. The property owner shall dedicate all rights-of-way and easements for, and shall construct and extend, all necessary on-site and off-site public improvements for water distribution, wastewater collection and treatment, streets, storm drainage conveyance, and other improvements that are necessary to adequately serve each phase of a proposed development at service levels that are consistent with the City's applicable master facilities plans and construction design standards.

b. Abutting Substandard Streets. Where a substandard street abuts or traverses a proposed development, the City may require the property owner to dedicate additional right-of-way and to improve the street to the City's current design and construction standards as set forth in the *Engineering Standards*, and in the *Comprehensive Plan*. Such requirements to improve the substandard street to the City's current standards shall only be imposed following careful review of factors including, but not limited to:

1. The impact of the new development on the street;
2. The timing of the development in relation to need for the street; and
3. The likelihood that adjoining property will develop in a timely manner.

In the case of frontage or service roads for state or federally designated highways, the entire abutting right-of-way shall be dedicated and improved to that agency's applicable construction design standards if such improvement is approved by the agency. (Also refer to Section 8.04 of this Ordinance, and the City's Impact Fee Ordinance.)

c. Facilities Impact Studies. The City may require that a developer prepare a comprehensive Traffic Impact Analysis (TIA), flood or drainage study or downstream assessment, or other facilities impact study(ies) in order to assist the City in determining whether a proposed development will be supported with adequate levels of public facilities and services concurrent with the demand for the facilities created by the development. The study(ies) shall identify, at a minimum:

1. The adequacy and capacities of existing facilities;

2. The nature and extent of any current deficiencies; and
3. The public improvements that will be needed to meet adequate levels of service assuming development at the intensity proposed in the application.

The study(ies) shall be subject to approval by the Director of Engineering Services prior to approval of the Preliminary Plat and the Construction Plans. The City also may require, at the time of approval of a subsequent application (e.g., Final Plat), an update of a facilities impact study(ies) approved in connection with a prior application (e.g., Preliminary Plat).

d. Future Extension of Public Facilities. The property owner shall make provisions for future expansion of the public facilities as needed to serve future developments, subject to the City's oversize participation policies, if applicable;

e. Operations and Maintenance of the Public Facilities. The property owner shall provide for all operations and maintenance of the public facilities, or shall provide proof that a separate entity will be responsible for the operations and maintenance of the facilities;

f. Fiscal Security. The property owner shall provide all fiscal security required for the construction of the public facilities;

g. Approvals from Utility Providers. The property owner shall obtain all necessary approvals from the applicable utility providers other than the City, and shall submit written verification of such approvals to the City with the Construction Plans; and

h. Compliance with Utility Providers. The property owner shall comply with all requirements of the utility providers, including the City and applicable drainage districts.

(3) Rough Proportionality; Fair Share. There is a direct correlation between the increased demand on public facilities and systems that is created by a new development, and the City's requirements to dedicate rights-of-way and easements and to construct a fair and proportional share of public improvements that are necessary to offset such impacts such that new development does not negatively affect the City as a whole. The City desires that a new development project contribute its fair and proportional share of such costs.

SECTION 8.02 WATER & WASTEWATER REQUIREMENTS

(a) **Water and Wastewater Basic Policy.**

(1) Construction Requirements.

a. All public water and wastewater mains shall be located in the frontage of the property along streets, or in easements adjacent to the development in order to provide service to adjacent property.

b. Public water and/or wastewater mains shall not be located within a private street, drive or access easement unless a public utility easement is provided.

c. The minimum easement width for water or wastewater mains shall be fifteen (15) feet, or as determined by the Director of Engineering Services. Where it is necessary for water and wastewater facilities to be located within the same easement, the easement shall be a minimum of twenty (20) feet in width, or as determined by the Director of Engineering Services.

d. No portion of a structure (including, but not limited to, walls, foundations, porches/patios and porch/patio covers, canopies, roof extensions/overhangs, chimneys, fire flues, etc.) shall encroach over or into any easement, except that wall-attached window awnings, "bay" style windows, and roof eaves shall be allowed to encroach into an easement a maximum of twenty-four inches (24") upon approval of the Director of Engineering Services.

e. A water or wastewater easement between two lots must fall entirely on a single lot.

f. Easements shall be dedicated for exclusive use for water and wastewater facilities and shall be shown on the Final Plat for the specific purpose intended. When it is necessary for additional utilities to be placed within an easement, additional width shall be provided and the easement shall be labeled for its intended purpose on the Final Plat.

g. When it is necessary to relocate or replace an existing water or sewer facility to accommodate a proposed subdivision, the developer is responsible for all costs associated with the relocation, except as agreed to by City Council for oversize participation.

(2) Construction Plans. Plans for construction of all water and wastewater facilities required by these regulations shall be prepared in accordance with the requirements and specifications contained in the *Engineering Standards*, the regulations of the Texas Commission on Environmental Quality (TCEQ), National Sanitation Foundations (NSF), Texas Department of Insurance, Insurance Services Office, and the City's current adopted Fire Code, which are incorporated by reference and made a part hereof. Plans for the improvements must be prepared by a licensed engineer and accepted by the Director of Engineering Services.

(3) Acquisition of Easements. The developer shall be responsible for the acquisition of all required off-site easements. If the developer is unable to acquire the necessary off-site easement, the City shall be provided with easement or right-of way survey documents and exhibits, documentation, including evidence of a reasonable offer made to the affected property owner. Upon receiving a written request for assistance, the City may, at its option, acquire these easements either through negotiations or through condemnation in appropriate situations. The developer shall reimburse the City for the costs of acquiring the necessary easements including but not limited to attorney fees, expert fees and title searches.

(b) **Preliminary Utility Plan.**

(1) Concurrent with the submission of a preliminary plat, replat or minor plat, the developer shall submit a map or plan showing the location and size of water and wastewater mains, which will be required to provide adequate service and fire protection to the lots specified in the proposed plat. Plans and specifications for fire hydrant systems shall be submitted to the Fire Marshal for review prior to construction.

(2) Plan Document. The plan shall be prepared as noted in the City's Development Application Handbook.

(3) Coordination with other Utility Providers

a. *Preliminary Plat*. When the subdivision is located in an area served by a utility provider other than the City, the developer must provide a water system analysis.

b. *Minor Plat, Replat*. When a subdivision is located in an area served by a utility provider other than the City, the developer must provided a letter from the utility provider stating that facilities existing in the area to provide adequate domestic service and fire protection. If the City has reason to believe that there may be water supply or pressure concerns, a water system analysis may be required.

c. *Final Plat*. The final plat will not be filed with the County until a letter has been provided from the utility provider stating that they have accepted the plans for construction.

(c) **Miscellaneous Requirements.**

(1) No building shall be constructed over an existing wastewater, lateral or water main or storm drain unless approved in writing by the Director of Engineering Services and approved by the City Council. *(Ord. No. 12-xx-xx)*

(2) Ownership and maintenance of water and wastewater mains and service connections shall be regulated as follows.

a. The title to all wastewater lines constructed, including wastewater service connections located in a right-of-way or dedicated easement, shall be vested in the City or the applicable utility provider.

b. The developer, or single customer, shall be responsible for all maintenance of the wastewater service connection, unless replacement of the service is required under

the roadway or pavement. When replacement is determined to be necessary by the Director of Engineering Services, the City shall assume the responsibility for replacement of that portion under the pavement.

c. The title to all water mains and water meters constructed, and installed, including the title to service connections, shall be vested in the City or the applicable utility provider.

(3) The City makes no guarantee that water supply or wastewater capacity will be available at any particular time or place.

(4) Water or wastewater service lines shall not cross any adjacent lot. The public main shall be extended so as not to require the service to extend across another lot. Water and wastewater service lines shall be maintained by the property owner.

(5) Public water and wastewater mains adjacent to federal, state, or county roadways shall be constructed outside the right-of-way in a separate easement unless otherwise agreed by those agencies and the City.

(d) **Water.**

(1) Design & Construction.

a. Installation of Water Facilities. Where water is to be provided through the City system, the property owner shall install adequate water facilities, including fire hydrants, in accordance with the City's *Engineering Standards,* the adopted Fire Code, the current Rules and Regulations for Public Water Systems of the Texas Commission of Environmental Quality (TCEQ), and the firefighting standards of the Texas Board of Insurance. If any such requirements conflict, the most stringent requirement shall apply.

b. Facilities for Health and Safety Emergencies; Alternative Water Sources. All water facilities connected to the City's water system shall be capable of providing water for health and emergency purposes, including fire protection and suppression. Water supply facilities shall be in accordance with the *Engineering Standards*. The design and construction of water system improvements and alternative water sources shall also comply with the following standards:

1. Design and construction of a water source on the site shall be in accordance with applicable regulations of the Texas Commission of Environmental Quality (TCEQ).
2. Design and construction of water service from the City shall be in accordance with the standards in the City's *Engineering Standards*.
3. Design and construction of a fire protection and suppression system shall be in accordance with the standards in the *Engineering Standards*, and in accordance with the City's Fire Department and adopted Fire Code.

(2) Location.

a. Shown on Construction Plans. The location and design of all fire hydrants, all water supply improvements and the boundary lines of special districts, private systems and certified water service areas, indicating all improvements proposed to be served, shall be shown on the Construction Plans.

b. Extension of Lines. Extension of water lines shall be made along the entire frontage of the development adjacent to a street. If the subdivision is not adjacent to a street, the extension of water lines shall be accomplished in such a manner as to allow convenient future connections to said lines by new subdivisions.

c. Waiver for Requirement. If new subdivisions will never be constructed beyond a developing subdivision due to physical constraints, the Director of Engineering Services may approve a Minor Waiver for this requirement in accordance with Section 9.01 of this Ordinance prior to action on the Construction Plans or prior to action on any Plat.

(3) Cost of Installation. The cost of installing all water supply improvements to be made by the developer, including off-site improvements, shall be included in the performance guarantees and Improvement Agreement, if applicable (refer to Section 5.04).

(4) Cost of Extension. Where the City's water distribution system is not planned to be extended in time to serve a proposed new development, all necessary water facilities to serve such development shall be provided by and at the expense of the developer. If oversizing of a water facility is deemed necessary by the Director of Engineering Services for future developments, then the City may participate in such oversizing costs as part of a Development Agreement.

(5) Alternative Water Systems. Developments may be approved with alternative water facilities according to the following criteria:

a. Water well operation and quality shall meet the minimum requirements of the Texas Commission on Environmental Quality, Collin and Denton Counties, City health ordinances, and all other regulatory agencies, if applicable.

b. Water wells may not be used for commercial sale of water.

c. The cost to tie onto the public water system must exceed the certified initial capital cost of a well by twenty-five percent (25%). All costs and engineering designs shall be submitted by a licensed professional engineer. All costs and engineering designs shall be subject to approval by the Director of Engineering Services. If a residence is located within one thousand feet (1,000') of a domestic water supply, that residence must hook up to that service.

(6) Individual Wells.

a. Within the City's Extraterritorial Jurisdiction (ETJ). Individual wells within the City's ETJ shall be subject to approval by the applicable County health official, and this approval shall be documented by the health official's signature on the water system

statement on the Preliminary and Final Plat. The property owner must submit with the Preliminary and Final Plat applications a certificate from a professional engineer who is registered, or a geoscientist who is licensed, to practice in the State of Texas verifying the adequacy of the proposed well water supply and potability prior to Preliminary Plat and Construction Plans approvals.

b. Compliance with Other Regulations. Installation, operations and maintenance of individual wells shall comply with City standards, regulations of the Texas Commission on Environmental Quality (TCEQ), and any other applicable County or State rules and regulations. In the event of conflict among these regulations, whichever is the most stringent shall apply.

(e) **Wastewater.**

(1) Extension of and Connection to the City's Wastewater Collection System. Extension of, and connection to, the City's sanitary sewer system shall be required for all new developments within the City's limits. Extension of, and connection to, the municipal sewer system shall also be required for new developments within the City's ETJ for any proposed development, lot, tract or parcel that is less than one (1) acre in size. The City is not in any way obligated to allow extension of municipal sewers outside the City's limits. The required extension of, and connection to, the municipal sewer system may be waived as a Minor Waiver, in accordance with Section 9.01, by the Director of Engineering Services if the Director of Engineering Services determines that such extension would require unreasonable expenditures and that an on-site wastewater disposal system (see Section 8.02(e)(5)) will function properly and safely.

(2) Design & Construction. It is the policy of the City to require all wastewater collection lines to have gravity flow. The use of lift stations and force mains is prohibited unless a gravity design is impractical, as determined by the Director of Engineering Services. The location, design and sizing of all wastewater improvements shall be shown on the Construction Plans and are subject to approval by the Director of Engineering Services.

(3) Cost of Installation. The cost of installing all wastewater improvements to be made by the developer, including off-site improvements, shall be included in the performance guarantees and Improvement Agreement, if applicable (refer to Section 5.04).

(4) Extension.

a. Cost. Where the City's wastewater system is not planned to be extended in time to serve a proposed new development, all necessary wastewater facilities to serve such development shall be provided by and at the expense of the developer. If oversizing of a wastewater facility is deemed necessary by the Director of Engineering Services for future developments, then the City may participate in such oversizing costs as part of a Development Agreement.

b. Future Extensions. Pipe stub-outs shall be located in manholes to facilitate the future extension of wastewater lines. The Director of Engineering Services will determine the location and size of the stub-outs.

(5) On-Site Wastewater Disposal Systems.

a. In cases where the Director of Engineering Services determines that extension of, and connection to, the City's sewer system is impractical or not feasible, and where the Director of Engineering Services approves the use of an on-site wastewater disposal system(s), such on-site system(s) shall provide adequate sewage disposal for all lots, tracts, parcels and structures in the development that cannot be connected to the City's sewer system.

b. All on-site wastewater disposal systems shall be designed, permitted, constructed, operated and maintained in compliance with all applicable local, County and State regulations, and a permit for such system shall be acquired prior to Preliminary Plat and Construction Plans approvals.

c. On-site wastewater disposal facilities requiring soil absorption systems may be prohibited where such systems will not function properly due to high ground water, flooding, unsuitable soil characteristics, or other topographical or environmental issue.

d. Each lot, tract, parcel and structure that utilizes an on-site wastewater disposal system shall have a minimum land area of at least one (1) acre.

e. No portion of any on-site wastewater disposal system shall be constructed within a minimum one hundred and fifty foot (150') radius around any water well either on-site or on other properties.

f. All properties and structures that are allowed to utilize an on-site wastewater system shall, at the owner's expense or using funds escrowed by the developer (see below), tie onto the City's sanitary sewer system when such municipal system is extended to the service area as determined by the Director of Engineering Services. Such connection to the City's system shall occur within one (1) year after the system is made available to the area. The developer of any new subdivision shall provide escrow funds, the amount of which shall be subject to approval by the Director of Engineering Services, for this future connection to the City's sanitary sewer system.

g. In order to protect the public health, safety and welfare, an existing on-site wastewater disposal system shall be upgraded, or reconstructed if necessary, to comply with the City's standards by the owner, at the owner's expense, if the operation of the facility does not comply with government regulations or if it causes objectionable odors, unsanitary conditions, pollution, etc.

SECTION 8.03 DRAINAGE AND ENVIRONMENTAL STANDARDS

(a) **Drainage and Storm Water Management Policies.**

(1) Easements. Drainage easements shall be dedicated for public drainage features in accordance with requirements of this ordinance. Drainage easements and features shall be included as a portion of buildable (habitable structure) lot(s) and not as a lot by itself unless specifically authorized by the Director of Engineering Services. If a large development related feature is authorized on a separate lot, a home owner's association is required. Storm drainage easements shall be located along side property lines, and such easements shall be contained fully on one lot or tract, and shall not be split across the property line between two (2) lots or tracts.

(2) Storm Water Quality. Designs for new development shall manage storm water in a manner that protects water quality by addressing the development's potential to cause erosion, pollution, siltation, and sedimentation in the MS4 and natural Major Creeks. The goal is to maintain after development, to the maximum extent practicable, the predevelopment characteristics in the Major Creek, which ultimately receives storm water runoff from the development. It is the developer's responsibility to ensure that designs for new development meet the storm water management requirements in the General Permit for Storm Water Discharges from Construction Activities issued by the TCEQ and its successor agencies. This permit includes the requirement for measures that will be installed during construction to control pollutants in storm water discharges after construction operations have been completed.

(3) Storm Water Runoff. Storm water runoff shall be calculated anticipating a fully developed watershed. The Comprehensive Plan, existing land use, and zoning maps shall be used to determine fully developed conditions. The Director of Engineering Services reserves the right to review the determination of fully developed conditions and may require revisions.

(4) Minimum Finish Floor Elevations. The Director of Engineering Services may require minimum finish floor elevations (MFF) to provide flood protection on certain lots contained within the subdivision. The MFFs shall be shown on the plat. These elevations shall incorporate the most current floodplain management criteria or other criteria as necessary to avoid damages. The minimum finish floor elevation shall be two feet above the fully developed 100-year water surface elevation where the MFF is associated with a natural Major Creek or open channel. When the MFF is necessitated by situations other than a natural Major Creek or open channel, the MFF shall be set by the developer's engineer and agreed upon by the City.

The following note or an amended version appropriate to the specific plat shall be added to any plat upon which the Director of Engineering Services requires the establishment of minimum finish floor elevations:

"The City reserves the right to require minimum finish floor elevations on any lot contained within this addition. The minimum elevations shown are based on the most current information available at the time the plat is filed and are subject to change."

(5) Off-site Drainage.

a. When any proposed development requires off-site grading where storm water runoff has been collected or concentrated, it shall not be permitted to drain onto adjacent property except in existing Major Creeks, channels, storm sewers or streets unless one of the following is provided:

1. Notarized Letter of Permission. The letter shall state that the permission shall bind the owner of the affected property and be a covenant running with the land. It shall also refer to the plans for the improvements creating the need for the permission. The letter shall be filed with the applicable County.

2. Drainage Easement. A drainage easement shall be dedicated for Major Creeks, ditches, or drainage channels and shall be of a width sufficient to comply with the criteria outlined in the *Engineering Standards*.

b. In the event the developer cannot obtain a notarized Letter of Permission or a drainage easement, the developer shall provide the City with documentation of all efforts, including evidence of a reasonable offer made to the affected property owner, and one of the following:

1. Written Request for Assistance. The City may pursue acquisition of these easements through negotiations. If the negotiations are unsuccessful, the request may, at the developer's option, be submitted to City Council for consideration of acquisition through eminent domain. Any expenses, including attorney's fees, incurred by the City to acquire or attempt to acquire an easement shall be paid by the developer.

2. Notarized Letter. With the concurrence of the Director of Engineering Services, the developer may execute a notarized letter stating the developer shall save and hold harmless the City from any and all claims or suits for damage arising from storm water runoff. The letter shall be in a form approved by the City Attorney.

(b) **Preliminary Storm Water Management Plan.**

(1) A preliminary storm water management plan (SWMP) shall be prepared for all developments in accordance with the requirements set forth in the City's Development Application Handbook. The purpose of the SWMP is to identify permanent water quality feature opportunities for the development.

(2) The preliminary SWMP shall be prepared in coordination with the preliminary drainage plan on all projects where both are required. The preliminary SWMP and the preliminary drainage plan may be shown on the same sheet. When a preliminary drainage plan is not required, the preliminary SWMP shall indicate the existing drainage patterns and runoff coefficients and the proposed changes to these items.

(3) The preliminary SWMP must comply with the standards and criteria outlined in this ordinance, the *Engineering Standards*, and the Erosion Siltation Control Ordinance. The plan may satisfy the storm water management portion of the Storm Water Pollution Prevention Plan (SWPPP) that is required for construction activities; however, the SWMP is

not a substitution for the SWPPP. The City's review of the preliminary SWMP does not constitute acceptance of the final SWMP or the final development plans.

(4) The developer shall provide a preliminary SWMP for the area proposed for development. For amended plats or plats with a previously accepted preliminary SWMP, the accepted preliminary SWMP shall be enforced unless a revised preliminary SWMP is required.

(5) Three (3) paper copies of the preliminary SWMP plan shall be submitted with the submittal of a preliminary plat, replat, or minor plat for review and acceptance. The plan shall be labeled as "Preliminary." Upon acceptance of the plan, the plan shall be signed, sealed, and dated by the engineer, or shall contain a statement showing the engineer's name and license number and affirming the plan was prepared under the direction of the engineer and that the plan is preliminary.

(c) **Preliminary Drainage Plan.**

(1) This plan shall show the watershed affecting the development and how the runoff from the fully-developed watershed will be conveyed to, through, and from the development. It must comply with the standards outlined in this Ordinance and the drainage design criteria found in the *Engineering Standards*. The preliminary drainage plan is a guide for the detailed drainage design. The review of the preliminary drainage plan does not constitute final drainage plan approval or authorize a waiver to this Subdivision Ordinance.

(2) For any property involved in the development process, a preliminary drainage plan shall be provided, at the developer's expense, for the area proposed for development. For property with a previously accepted preliminary drainage plan, the accepted preliminary drainage plan may be submitted and enforced unless a revised preliminary drainage plan is required by the City due to lot reconfiguration or other conditions created by the new plat. The Director of Engineering Services may waive the requirement for a preliminary drainage plan if the submitted plat is not anticipated to cause any significant change in runoff characteristics from a previously accepted drainage study or for single residential properties where no drainage problems are anticipated. If the applicant requests a waiver in writing, a copy of any previous drainage plan shall be provided.

(3) Three (3) paper copies of the preliminary drainage plan shall be submitted with the submittal of a preliminary plat, replat, or minor plat for review and acceptance. The plan shall be labeled as "Preliminary." The plan shall be stamped by and dated by the engineer.

(d) **Floodplain Development Requirements.**

(1) All development proposed adjacent to or within the 100-year floodplain shall be in accordance with the City's Flood Hazard Prevention Ordinance and this Ordinance.

(e) **Major Creeks.**

(1) 100-Year Floodplain Restrictions. For the health, safety and welfare of the City's residents and for the conservation of water, storm drainage and sanitary sewer facilities, the City prohibits development of any portion of a property that lies within the 100-year floodplain of any Major Creek. Major Creeks shall be protected from destruction or damage resulting from clearing, grading, and dumping of earth, waste or other foreign materials. Clearing, grading, excavation or filling of any area within the 100-year floodplain or within any Major Creek shall be prohibited unless authorized in writing by the City.

(2) Major Creek Restrictions. All Major Creeks (See Diagram 8.03-1) shall be maintained in an open natural condition. Each Major Creek is subject to the following requirements for all types of development:

a. The 100-year floodplain and Erosion Hazard Setback shall be dedicated on the Final Plat to the City as a single lot or may be owned and maintained by an HOA, pursuant to Section 8.11 of this Ordinance. At no time shall any portion of the 100-year floodplain exist or be within any single-family or two-family residential lot. Erosion Hazard Setback requirements are located in the *Engineering Standards.*

b. The Commission may waive any of these dedication requirements for a Replat that was originally platted prior to the adoption of this requirement (i.e., the adoption date of the City's Major Creek Ordinance No. 99-09-25, which was on September 21, 1999).

(3) Access. Access shall be dedicated for maintenance purposes as required by the Director of Engineering Services (See Diagrams 8.03-2 and 8.03-3).

(4) Retaining Wall(s). A retaining wall(s) may be allowed between a house and the Major Creek as approved by the Director of Engineering Services.

(5) Adjacent Street(s) Widths. The size of streets adjacent to a Major Creek shall have a minimum right-of-way width of fifty feet (50'). The City shall participate in fifty percent (50%) of the paving costs when the City determines that a collector-size street, sixty feet (60') of right-of-way width, is necessary for traffic safety, public access, and/or public on-street parking.

(6) Adjacent Street(s) Types (see Diagram 8.03-3).

a. Phases. Street requirements shall be reviewed per development phase.

b. Parallel Streets. A minimum 60% of the linear frontage of the Major Creek shall be adjacent to a parallel street.

c. Cul-de-sac Streets. No more than one cul-de-sacs in a row. Cul-de-sacs shall comply with the following criteria (See Diagram 8.03-4):

1. A minimum 50% of an adjacent cul-de-sac bulb shall be open to the Major Creek and no residential lot shall encroach within the area between this line and the Major Creek.

2. An entry monument(s) or feature(s) as well as landscaping shall be provided at the end of the cul-de-sac and a pathway of a minimum 12 feet in width shall be provided to the Major Creek as approved by the Director of Development Services.

(7) Setbacks. Any side lot line adjacent to a Major Creek shall provide a twenty-five foot (25') building setback (See Diagram 8.03-2).

(8) Fences. Fences adjacent to a Major Creek shall comply with the following criteria (See Diagram 8.03-5):

a. Have a maximum fifty percent (50%) opacity;

b. Have a height of six (6) feet to eight (8) feet as measured from grade at that location;

c. Ornamental metal fences, with either masonry columns or a masonry base of a maximum three (3) feet in height shall be located along the rear and side of the lots, are subject to City review and approval by the Director of Development Services; and

d. The lot owner is responsible for the maintenance of the fence.

(9) Exceptions for Planned Development. For properties which have an approved Concept Plan that is part of a Planned Development Ordinance adopted prior to the effective date of the Major Creek Ordinance (Ordinance No. 99-09-25), Section 8.03(e)(6) shall not apply; provided, however, said properties are subject to the following conditions:

a. Any lot that backs to the 100-year floodplain shall have a minimum rear yard setback of twenty-five feet (25');

b. Any lot that sides to the 100-year floodplain shall have a minimum side yard setback of fifteen feet (15').

c. Alternating cul-de-sacs and looped streets shall be provided at intervals not to exceed twelve-hundred feet (1,200') for access to the 100-year floodplain; and

d. The 100-year floodplain shall be available to public access from the end of a cul-de-sac.

(10) Additional Studies. At the request of the City, the property owner shall submit additional studies, including but not limited to the following, as deemed appropriate and necessary by the City, as part of the Preliminary Plat submittal requirements. These studies shall be considered during review and approval of the Preliminary Plat.

a. Wetland Delineation Study;

b. Habitat Study;

c. Vegetative Study;

d. Erosion Hazard Setback Study;

e. Storm Drainage Study;

f. Riparian (i.e., Tributary) Study;

g. Flood Study; and

h. Downstream Assessment Study.

SECTION 8.04 STREET REQUIREMENTS

(a) **Streets Basic Policy.**

(1) Street Improvements. In platting a new development, the property owner shall provide additional right-of-way needed for existing or future streets as required by the *Engineering Standards* and as shown on the Comprehensive Plan.

(2) Improvement of Existing Substandard Streets.

a. When a proposed residential or nonresidential development abuts one or both sides of an existing substandard street, the developer shall be required to improve the substandard street and its appurtenances (such as curbs and gutters, sidewalks, barrier-free ramps, street trees, etc.) to bring the same to City standards, or to replace it with a standard City street, at no cost to the City other than as may be provided in the City's cost-sharing policies, including the City's Impact Fee Ordinance that are in effect at the time of Final Plat approval.

b. If the proposed development is located along only one side of a substandard street, and if the City makes a determination that it is not feasible to improve the full width of said substandard street at that time the City may require the developer to pay into escrow, in accordance with Section 5.04, funds for the future improvement of the street as a condition of Final Plat approval for the development.

c. The developer may request a Major Waiver (see Section 9.01) or may file a proportionality appeal (see Section 9.02) if the requirements for improving an existing substandard street imposed by this Section 8.04(a)(2) would result in unnecessary hardship or would be disproportional to the impacts generated by the development on the City's street system.

(3) New Perimeter Streets.

a. When a proposed residential or nonresidential development is developed abutting an existing or planned major thoroughfare, minor thoroughfare or collector street (as shown on the Comprehensive Plan), the developer shall construct a portion of the abutting street and its appurtenances (such as curbs and gutters, sidewalks, barrier-free ramps, street trees, etc.) to the City's design standards for that type of street (per the *Engineering Standards*). If the Director of Engineering Services makes a determination that it is not feasible to construct the abutting street and its appurtenances at that time, the City may require the developer to pay into escrow, in accordance with Section 5.04, funds for the future construction of the street as a condition of Final Plat approval for the development.

(4) New Internal Streets.

a. All new streets and their appurtenances internal to a proposed residential or nonresidential development shall, at a minimum, be built to a width and design which will adequately serve that development, and shall conform to the City's design standards in the *Engineering Standards*. If oversizing of an internal street is deemed necessary by the Director of Engineering Services for traffic safety or efficiency (such as adjacent to a school or park site), then the City and/or the applicable Independent School District may participate in such oversizing costs as part of a Development Agreement with the developer.

b. Streets which temporarily dead end at power lines, railroads or similar rights-of-way shall be constructed for at least one-half the distance across these rights-of-way, or provision shall be made to place the construction cost for said improvements in escrow with the City in accordance with Section 5.04.

c. When, in the Director of Engineering Services' judgment, it is not feasible to construct an internal street or appurtenances to an internal street at the time of development of the subdivision, the City may require the developer to pay into escrow, in accordance with Section 5.04, funds for the future construction of the street or its appurtenances as a condition of Final Plat approval for the development.

(5) Impact Fees. All fees due on the project shall be paid in accordance with the City's Impact Fee Ordinance and/or Development Agreement.

(b) **Street Design and Appurtenances.**

(1) Application of Requirements. Street design requirements are subject to the provisions included in the *Engineering Standards*, and Planned Development Ordinance (if applicable to the subject property) as well as the regulations contained within this Subdivision Ordinance.

(2) Conformity to the Comprehensive Plan. The general location of streets shall conform to the Comprehensive Plan. For streets that are not shown on the Comprehensive Plan, such as local residential streets, the arrangement of such streets shall:

a. Provide for the continuation or appropriate projection of existing streets or street stubs from or into surrounding areas – refer to street stub requirements outlined in Section 8.04(b)(9) and connectivity requirements in Section 8.04(b)(10);

b. Conform to any plan for the neighborhood approved or adopted by the City to address a particular situation where topographical or other conditions make continuance or conformity to existing streets impractical; and

c. Not conflict with existing or proposed streets or driveway openings, including those on the opposite side of an existing or planned thoroughfare, as described within the *Engineering Standards*. New streets shall align with opposite streets and driveway openings such that median openings can be shared.

(3) Relation to Adjoining Street System. The proposed street system shall extend all existing major streets and such existing secondary and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.

(4) Street Widths & Rights-of-Way. Street(s) widths and related rights-of-way shall be designed in accordance with the City's:

a. *Comprehensive Plan*;

b. *Engineering Standards*; and

c. Planned Development Ordinance (if applicable to the subject property).

All streets shall be paved with a permanent type of pavement in accordance with the *Engineering Standards*.

(5) Street Names, Street Name Signs, and Traffic Control Signs.

a. Street Names. New streets shall be named so as to provide name continuity with existing streets, and so as to prevent conflict or "sound-alike" confusion with similar street names. All street names shall be approved by the Director of Development Services prior to any Plat approval, and prior to approval of the Construction Plans.

b. Cost of Signs. The cost of street name signs and traffic control signs shall be paid for, and the signs shall be installed, by the developer.

c. City Standards. All street name signs and traffic control signs shall conform to the City's details for street name sign design and the latest edition of the Texas "Manual of Uniform Traffic Control Devices".

(6) Traffic Studies. The Director of Engineering Services may require a Traffic Impact Analysis (TIA) or other type of engineering study from the developer prior to any approval for plats or construction plans for technical data pertaining to the potential traffic impact of the proposed development on the City's street system.

(7) Street Lengths.

a. See the *Engineering Standards* for street length design requirements.

b. A Preliminary Plat or Final Plat approved prior to the effective date of this Subdivision Ordinance shall be exempted from the street length requirement. However, the City may consider, and shall be authorized to enforce, application of these requirements if major changes to the approved Preliminary Plat or Final Plat are sought by the applicant. Major changes include, but are not limited to:

1. Rerouting of streets; or
2. Increasing the lot count by five percent (5%) or more from the previously approved Preliminary Plat or Final Plat.

(8) Stub Streets.

a. See the *Engineering Standards* for the design requirements.

b. Connections are required to adjacent vacant properties at locations as approved by the Director of Development Services.

c. A note shall be clearly placed on the Final Plat indicating that the stub street will be extended with future development (see requirements for temporary turn-arounds in the *Engineering Standards*).

d. All stub streets shall have a sign prominently posted at the terminus of the street to indicate that the street will be extended in the future.

1. The sign shall comply with standards established by the Director of Engineering Services,

2. Installation and cost of the sign shall be the responsibility of the developer.

(9) Street Connectivity.

a. New developments shall provide street connections to adjacent developments, as determined by the Director of Development Services, allowing access between developments for neighborhood traffic and to enhance pedestrian and bicycle connectivity as recommended in the Comprehensive Plan.

b. The use of cul-de-sac streets shall be limited within new developments to the greatest extent possible. The Fire Chief and the Director of Development Services shall have the authority to determine whether or not the use of cul-de-sacs in a development meets the intent of this Section during City review and consideration of the Preliminary Plat.

(10) Street Lighting. Street lighting shall be provided along all streets and thoroughfares in accordance with the *Engineering Standards*. The Director of Engineering Services shall be the responsible official for decisions related to street lighting, and may authorize a Minor Waiver, in accordance with Section 9.01, for a street lighting requirement if such Waiver will not compromise public health, safety, security and convenience.

(c) **Private Streets.**

(1) Private Streets. Private streets within the City and/or the ETJ may be allowed in accordance with the Zoning Ordinance. Private streets within the City's ETJ require Commission action and approval. Private streets shall be designed and constructed to the City's standards for public streets, in accordance with the *Engineering Standards*.

(2) City Council Action Required. Dedicated streets and rights-of-way shall not be designated or used as private streets and such use is prohibited, except where specific approval is given by action of the City Council for properties within the City's extraterritorial jurisdiction and upon approval of a Specific Use Permit for properties within the City limits. The City Council may add any conditions as deemed appropriate as part of the approval of a Private Street Development.

(3) Conversion of Private Streets to Public. The City may, but is in no way obligated to, accept private streets for public access and maintenance. Requests to convert Private Streets to Public Streets shall be subject to the following provisions:

a. The homeowners' association (HOA) shall submit a petition signed by at least sixty-seven percent (67%) of its members/lot owners (or a greater number of signatures, if required by the HOA documents or Declaration).

b. All of the infrastructure shall be in a condition that is acceptable to the Director of Engineering Services and the Director of Public Works.

c. All security stations and other structures not consistent with a public street development shall be removed by the HOA, at its cost, prior to acceptance of the streets and appurtenances by the City.

d. All monies in the reserve fund for private street maintenance shall be delivered to the City. Money in the reserve fund in excess of what is needed to bring the streets and appurtenances up to City standards will be refunded to the HOA. Private Street developments that exist as of the adoption of this ordinance are not required to deliver a reserve fund balance to the City.

e. The HOA shall prepare and submit a replat to Development Services for review. Upon approval, the HOA shall file the replat to dedicate the streets and appurtenances to the City.

f. The HOA shall modify and re-file, at its cost, the HOA documents to remove requirements specific to Private Street developments. The City Attorney shall review the modified HOA documents prior to their filing. The HOA shall be responsible for the cost of review by the City Attorney.

(4) HOA Requirements. Private Street developments and the related HOA shall meet all requirements of Section 8.11 of this Ordinance.

SECTION 8.05 ALLEYS

(a) **Alleys Required.** Alleys shall be provided to serve all single-family and two-family residential lots. Alleys shall be constructed according to design criteria in the *Engineering Standards*. The Director of Engineering Services and Director of Development Services may authorize a Minor Waiver, in accordance with Section 9.01, to the requirement for alleys if all of the following conditions are met:

(1) Sufficient on- and off-street parking is provided for each lot in the development;

(2) No lot-to-lot surface storm drainage will occur within the development;

(3) The subdivision design allows for an efficient solid waste collection pattern; and

(4) Adequate area is dedicated for storm drainage facilities and utilities.

(b) **Dead End Alleys.** Permanent dead end and "hammerhead" alleys are prohibited. All alleys shall have adequate turnouts and street entrances such that vehicular traffic flow is continuous and efficient. Where a temporary dead end alley situation is unavoidable (such as due to project phasing), a temporary turn-around bulb or turnout onto a street, either of which will require a temporary alley easement, shall be acquired and shown on the Preliminary and Final Plats. Alleys in new subdivisions shall connect to and/or be aligned with alleys in adjacent subdivisions.

SECTION 8.06 THOROUGHFARE SCREENING

(a) **Required Screening.** Screening is required for all single-family detached, two-family, and townhome lots and subdivisions as follows:

(1) Back of Lots. The rear of all lots that back to a Type D or higher class Thoroughfare;

(2) Side of Lots. The side of all lots that side to a Type D or higher class Thoroughfare, unless a lot sides to a median-divided entry street into a subdivision; and

(3) Between Streets/Alleys. Between any street and an adjoining parallel alley.

(b) **Screening Plan.**

(1) Preliminary Screening Plan. A Preliminary Screening Plan shall be submitted for review and approval with the Preliminary Plat.

(2) Final Screening Plan. A Final Screening Plan, including entry features and showing all elevations and materials, shall be submitted with the Construction Plans. The Screening Plan shall be reviewed and considered for approval by the Director of Development Services prior to approval of the Construction Plans, and prior to scheduling a Pre-Construction Meeting (refer to Section 5.02).

(3) Engineering Standards. Screening walls and fences shall be designed in accordance with the City's *Engineering Standards*. Structural elements shall be sealed by a licensed professional engineer and approved by the City.

(4) Timing of Installation and Inspection. Upon installation of the required screening, the developer shall contact the City's Landscape Architect and the Director of Engineering Services to request final inspections of screening elements. All required screening shall be installed prior to City issuance of a Letter of Final Acceptance (see Section 5.05) unless delayed in accordance with Section 8.06(b)(5).

(5) Surety Provided for Delay. The developer may delay the installation of screening by providing surety to guarantee the installation of required screening. Such surety shall be in an amount and format that is approved by the Director of Development Services and by the Director of Engineering Services. Required screening shall be installed within six (6) months following the date of issuance of the Letter of Final Acceptance (refer to Section 5.05).

(c) **Landscape Plan.**

(1) Landscape Plan. A Landscape Plan for landscaping that will be installed for the development, including landscaping for common and amenity areas, entryways and thoroughfare screening, shall be submitted with the Construction Plans and shall be approved by the Director of Development Services prior to approval of the Construction Plans and prior to scheduling a Pre-Construction Meeting (refer to Section 5.02).

(2) Standards. Landscape materials and installation shall be in accordance with Landscape Requirements in the Zoning Ordinance.

(3) Timing of Installation and Inspection. Upon installation of all landscaping, including that required for thoroughfare screening, the developer shall request a final inspection of landscaping elements by the Director of Development Services. All required landscaping shall be installed prior to the City's issuance of a Letter of Final Acceptance (see Section 5.05) and Certificates of Occupancy for homes, excluding model homes which may be released early.

(4) Surety Provided for Delay. The developer may delay the installation of landscaping by providing surety to guarantee the installation of required landscaping. Such surety shall be in an amount and format that is approved by the Director of Development Services and by the Director of Engineering Services. Required landscaping shall be installed within six (6) months following the date of issuance of the Letter of Final Acceptance (refer to Section 5.05).

(d) **Screening & Landscaping Options.** Screening required by Section 8.06(a) shall be installed by the developer in accordance with the approved Screening and Landscaping Plan(s), as applicable. The design of such screening shall conform with one of the options shown in Table 8.06-1 and Diagrams 8.06-1, 8.06-2(a), 8.06-2(b), 8.06-2(c), 8.06-3, 8.06-4(a) and 8.06-4(b).

(1) Landscape Edge. All landscape edges provided for required screening shall be located within a private "non-buildable" lot (shown on the Preliminary and Final Plats) that is dedicated to, owned by, and maintained by the subdivision's Homeowners' Association (HOA). Required landscape edges shall be exclusive of all required street and right-turn rights-of-way, drainage easements, and utility easements.

(2) Screening Walls & Fences. All required screening walls and fences shall be:

a. Located entirely within the required landscape edge (except for at cul-de-sac bulbs, Option 4, where the required ornamental fence shall be located entirely upon the cul-de-sac lots abutting the adjacent street);

b. Subject to the approval of the Director of Development Services;

c. Of the minimum (and maximum) heights as shown in Table 8.06-1;

d. Maintained by the HOA (or by the private lot owners if the HOA is dissolved in the future);

e. The minimum height of required walls and fences shall be measured from the nearest alley edge, rear lot property line (where no alley exists), or street-side sidewalk grade, whichever is higher. The maximum height of columns, including capstones, shall be nine feet (9');

f. Any area between alley paving and a screening wall or fence shall be paved with concrete unless otherwise approved by the Director of Engineering Services; and

g. A minimum five-foot (5') wide wall maintenance easement, dedicated to the HOA, shall be provided on all lots abutting the required screening along the full length of the required screening wall or fence, unless separated by an alley. Such easement shall be shown on the Preliminary and Final Plats.

(3) Trees and Shrub Screens. All required screening trees and shrubs shall be planted within the landscape edge (except for as provided for cul-de-sac bulbs, Option 4). All trees and other landscape materials required for screening shall be of evergreen drought-tolerant species selected from the City's Approved Plant List in the Zoning Ordinance, and shall be subject to approval by the Director of Development Services. Minimum tree size shall be at least three caliper inches (3"), and a single species of tree shall not exceed forty-five percent (45%) of the plantings for all screening options. All trees shall be planted a minimum of four feet (4') from easements, curbs, utility lines, screening walls, fences, sidewalks and alleys, as determined by the Director of Development Services.

a. *Solid Shrub Screens.* For solid shrub screens, evergreen shrubs from the City's Approved Plant List (in the Zoning Ordinance) shall be used that are low-maintenance, drought-tolerant, and insect- and disease-resistant. Shrubs shall be spaced such that they will provide a solid minimum six-foot (6') tall screen upon planting.

(4) Cul-De-Sac Bulbs. For all cul-de-sac bulbs that abut, or "open", onto an adjacent street (Option 4), the following additional screening standards shall apply:

a. All required trees and other landscape materials shall be located within the side yards of the cul-de-sac lots abutting the adjacent street unless a landscape edge, dedicated to and maintained by the HOA, is provided.

b. Trees required for screening do not count toward the number of trees required for residential lots in the Zoning Ordinance.

c. A minimum ten foot (10') separation, or the required landscape edge width, whichever is greater, shall be provided between the right-of-way for the cul-de-sac

and the right-of-way for the adjacent street. A sidewalk shall be provided to connect the sidewalk along the adjacent street to the sidewalk along the cul-de-sac within a twenty foot (20') pedestrian access easement.

(5) Berms. Berms may be used in conjunction with any screening option, subject to approval by the Director of Engineering Services and Director of Development Services. Berms shall be placed within the landscape edge on private property (i.e., not within public right-of-way), shall not exceed a three-to-one (3:1) slope, and shall be designed such that they do not hinder maintenance, storm drainage, accessibility or visibility. Topographic information for berms shall be shown on the Landscape Plan and on the Grading and Drainage Plans for the development.

(e) **Wall Elevations & Living Screens.**

(1) If the top-of-wall elevation for a required screening wall is less than six feet (6'), as measured in accordance with Section 8.06(d)(2)e, a solid, irrigated living screen shall be used in combination with the screening wall to provide the necessary screening at the appropriate height from grade.

(2) An irrigated living screen consisting of large trees and additional large evergreen shrubs that are appropriate for screening purposes (selected from the City's Approved Plant List in the Zoning Ordinance) shall be planted within the landscape edge where the height deficiency occurs.

(3) The species, sizes, spacing and arrangement of all trees and shrubs that are required for screening shall be subject to the discretion and approval of the City's Landscape Architect and the Director of Development Services. All plant materials used for living screens shall be insect- and disease-resistant, and shall be plant species that are well freeze-hardy, low maintenance, well-adapted to the north central Texas area, and drought-tolerant such that they are self-sustaining with minimal irrigation and care.

(4) When an irrigated living screen is utilized, the Landscape Plan (Section 8.06(c)) shall demonstrate adequate visual screening at the heights required and within required time frames, and such living screen shall be subject to the approval of the Director of Development Services.

(5) Tree and living screen requirements on sites with topography changes are subject to the approval of the City's Landscape Architect and the Director of Development Services.

(f) **Irrigation Requirements.** An automatic, underground irrigation system shall provide one hundred percent (100%) coverage for all living screens and plantings, and shall conform with the following:

(1) Line Placement. Irrigation lines shall be placed a minimum of two and one-half (2½) feet from the sidewalk. Reduction of this requirement is subject to review and approval by the Director of Development Services. The main irrigation lines, section lines and zone valves for irrigation systems shall be placed outside of required right-of-way corner clips.

(2) Type of Irrigation. Trees and shrubs shall be irrigated by deep-watering bubbler irrigation lines only on a separate line or zone (for targeted irrigation during periods of drought). Other landscaping may be irrigated per the irrigation standards in the Zoning Ordinance.

Separate valves shall be provided to turn off all or some irrigation lines/zones during periods of drought, water conservation or freezing weather temperatures.

(3) Detectors. Evapotranspiration (ET) controllers are required on all irrigation systems.

(4) Water Meter. The developer is responsible for installing irrigation water meter(s). The Director of Engineering Services shall approve all water meter sizes and placement. All water meters shall be easily accessible from the street.

(g) **HOA Responsibilities.** All developments that have thoroughfare screening, entry features or common amenity areas shall be required to have a mandatory HOA to own and maintain such features (see Section 8.11). If an HOA fails to maintain any required screening device, the Director of Public Works and/or the Director of Development Services, at their discretion, shall have the authority to cause the removal and/or replacement of such required screening at the expense of the HOA.

SECTION 8.07 SIDEWALKS

(a) Sidewalks (and any necessary sidewalk easements on private property) shall be provided according to the standards in the *Engineering Standards*.

SECTION 8.08 DRIVEWAYS, FIRE LANES AND ACCESS EASEMENTS

(a) **Standard Requirements.** All driveway approaches, curbs, gutters, pavements and appurtenances necessary to provide access to properties shall be provided by the developer, shall be designed, constructed and maintained in accordance with standards in the City's *Engineering Standards*, Zoning Ordinance, and Planned Development Ordinance (if applicable to the subject property), and shall be subject to approval by the Director of Engineering Services.

(b) **Fire Lanes.** Fire lanes are to be designed in accordance with the City's adopted Fire Code and *Engineering Standards*. Fire lane easements shall be shown on the Preliminary Site Plan (see Zoning Ordinance) and on the Final Plat, and shall be maintained to the City's standards by the property owner. For safety and emergency accessibility reasons during construction, developments other than single-family detached or two-family residential subdivisions shall not be allowed to proceed with vertical structural construction above the foundation prior to:

(1) Completion and City inspection of all fire lanes and fire hydrants on the site (unless otherwise approved by the Fire Chief); and

(2) Issuance of a Building Permit for the structure.

(c) **Access Easements.** Access easements shall be provided as directed by the Director of Engineering Services and Director of Development Services.

SECTION 8.09 EASEMENTS, LOT & BLOCK DESIGN, MONUMENTS, SUBDIVISION NAMES, FRANCHISE UTILITIES

(a) **Easements.**

(1) The type, size and location of easements shall be determined by the Director of Engineering Services. All existing and proposed easements shall be shown on the Preliminary and Final Plats. All easements shall be labeled on the Final Plat and dedicated for the specific purpose intended (e.g., "City Utility Easement", "City Drainage Easement", "CoServ Electric Easement", etc.).

(2) Off-site easements that are necessary to fulfill City requirements or are required by the City shall be dedicated to the City by separate instrument (unless the abutting property is platted) and shall be approved by the Director of Engineering Services. If the abutting property is platted, then a Replat of that property shall be required to establish the off-site easement.

(b) **Zoning Compliance.** All lots shall conform with the zoning district requirements, unless located in the ETJ in which they shall comply with the agreements between the City and the Counties.

(c) **Residential Lots Adjacent to Drainage Areas.** Lots shall be exclusive of any portion of a natural drainage area (i.e., Major Creek, stream, tributary, etc.), maintenance access, and/or erosion hazard setback (see Major Creek Ordinance). Retaining walls may be allowed on lots adjacent to natural drainage areas as approved by the Director of Engineering Services.

(d) **Lot Shape.** The City reserves the right to disapprove any lot which, in its opinion, will not be suitable or desirable for the purpose intended, or which is so oddly shaped as to create a hindrance to the logical lot layout of surrounding properties and/or create an irregular building envelope. The following requirements shall also apply.

(1) Lots shall be generally rectangular in shape. Sharp angles between lot lines shall be avoided. Flag lots are prohibited (See Diagram 8.09-1).

(2) Irregularly shaped lots shall have sufficient width at the building line to meet minimum lot width and frontage requirements for the appropriate zoning district (if applicable), and shall provide the minimum building pad required by zoning without encroachment into front, side or rear yard setbacks or into any type of easement (See Diagram 8.09-2).

(e) **Lot Lines, Buildability.**

(1) Side Lot Lines. Side lot lines shall be at ninety degree (90°) angles or radial to street right-of-way lines to the greatest extent possible (See Diagrams 8.09-3 and 8.09-4). The Director of Development Services may grant a Minor Waiver, in accordance with Section 9.01, if unusual circumstances exist on the subject property or on adjacent property that make it difficult to comply with this requirement.

(2) Lot Lines and Jurisdictional Boundaries. All lot lines shall, to the greatest extent possible, align along county, school district, and other jurisdictional boundary lines such that lots are

fully within one county, school district, or other jurisdiction. The Director of Development Services may grant a Minor Waiver, in accordance with Section 9.01, to this requirement if a county, school district or other jurisdictional boundary line will bisect a lot, provided that the entire residential dwelling or main structure is constructed entirely within one county, school district or other jurisdiction (i.e., the structure does not "straddle" school district or jurisdictional boundary line).

(3) Lot Buildability. Any portion of a lot that is non-buildable for any reason shall be clearly shown as such on the Preliminary and Final Plats. A "Lot Buildability" detail shall be submitted along with the Preliminary and Final Plats, and shall verify that the buildable portion of such a lot can accommodate a dwelling or main structure that complies with applicable City zoning regulations (if located within the City's limits) and building codes.

(f) **Lot Orientation Restrictions.**

(1) Type A and Type B Thoroughfares. No single-family, two-family, or townhome lot(s) shall front onto or have a driveway onto Type A and Type B thoroughfares, as described within the *Engineering Standards*.

(2) Type E, F or G Thoroughfares. Lots are prohibited from backing to Type E, F or G thoroughfares, as described within the *Engineering Standards*.

(g) **Lot Frontages.**

(1) Street Frontage.

a. *Adequate Frontage.* Each lot shall have adequate access to a street (or an approved public way) by having frontage on such a street that is not less than forty feet (40') at the street right-of-way line (See Diagram 8.09-3), or as otherwise specified in the Zoning Ordinance or a Planned Development (PD) Ordinance, if applicable. Lots fronting onto an eyebrow or bulb portion of a cul-de-sac shall also have a minimum frontage of forty feet (40') at the street right-of-way line (See Diagram 8.09-4).

b. *Frontage Exception.* For non-residential developments ten (10) acres or greater, the lots may be platted to a public way instead of a dedicated street upon approval by the Director of Development Services

(2) Double Frontage.

a. *Single-Family, Two-Family and Townhome Lot(s).* Double frontage lots are prohibited, except that single-family, two-family or townhome lots may back or side onto a Type D or larger thoroughfare, as described within the *Engineering Standards*, with appropriate screening (see Section 8.06). Where lots back or side onto a Type D or larger thoroughfare, no driveway access is allowed onto the thoroughfare from the rear or side of the lot.

b. *Multi-Family and Non-Residential Lots.* Where lots have frontage on more than one street, a front building line shall be established for each street.

(3) Lots Facing Other Lots. Whenever feasible, each residential lot shall face the front of a similar lot, or shall face a park or open space if one exists or is planned (see Section 8.09(h)), across the street. In general, an arrangement placing adjacent lots at right angles

to each other should be avoided. The Director of Development Services may grant a Minor Waiver, in accordance with Section 9.01, if unusual circumstances exist on the subject property or on adjacent property that make it difficult to comply with this requirement.

(h) **Lots in Relation to Parks/Open Space.** All lots that are located directly across a street from a park/open space shall face onto the park/open space. Also refer to Section 8.12(b) of this Ordinance.

(i) **Large Lots and Tracts.** If the lots or tracts of land in a proposed development are large enough to suggest possible further subdivision in the future, or if portions of the property are not subdivided or developed immediately, then the Preliminary Plat shall show how such large tracts or remainder portions of the property can be subdivided into conforming lots at a later time, and shall also show how streets can be extended and how median openings can be aligned and shared in the future.

(j) **Lot & Block Numbering.** All lots within each phase of a development are to be numbered consecutively within each block. Each block shall have an alpha or numeric, designation (e.g., "Block A", "Block 6", etc.).

(k) **Building Lines.** Building lines along all streets shall be shown on the Preliminary and Final Plats on lots and shall conform with the minimum setbacks for front, side and rear yards as required by the Zoning Ordinance (if within the City's limits) on the basis of the respective districts (i.e., single-family, two-family/duplex, multi-family, commercial, retail office, mobile home, industrial, etc.).

(l) **Block Requirements.** See the *Engineering Standards*.

(m) **Monuments.**

(1) General Placement. Monuments consisting of minimum three-eighths inch (3/8") diameter steel rods, at least twenty-four inches (24") long, shall be placed at all:

a. Lot and block corners (wherever a lot line bearing changes);

b. Intersection points of alley and block lines; and

c. Curve and tangent points along block, lot and right-of-way lines within the subdivision.

(2) Subdivision Monumentation. At least two (2) property corners shall be marked with monuments of three dimensional coordinates established from the City's Monumentation System and using the City's Combined Scale Factor, as necessary. The corners so marked should be at opposing ends of the property unless otherwise approved by the Director of Engineering Services.

(n) **Subdivision Names.** New subdivisions shall be named so as to prevent conflict or "sound-alike" confusion with the names of other subdivisions. Subdivisions with similar names (e.g., Stonebriar Park Estates and Stonebriar Highlands) shall be located in proximity to each other, not in different areas of the City. A Minor Waiver, in accordance with Section 9.01, may be approved by the Director of Development Services upon a finding that the proposed subdivision name will not cause confusion, especially for emergency responders.

(o) **Franchise Utility Policy.**

(1) General Requirements. The Director of Engineering Services may require easements for poles, wires, conduits, gas, telephone, cable TV or other utility lines if necessary or advisable in the opinion of the Director of Engineering Services.

(2) Locations. Utility easements may be located as follows.

a. Utilities shall be located in the alley rights-of-way along the rear property lines of lots or tracts whenever an alley is provided.

b. Utilities shall be located in easements provided adjacent to the street rights-of-way along the front of lots or tracts whenever an alley is not provided.

(3) Ground-Mounted Equipment. Ground-mounted equipment shall not be placed in visibility, access or maintenance easements.

a. All ground-mounted equipment within view of a public street right-of-way shall be screened from the adjacent street by minimum five (5) gallon evergreen shrubs, or larger, on three-foot (3') centers on the side facing the right-of-way, as well as along both sides of the equipment such that it will be fully screened from view from the street.

b. Planting materials selected shall be materials that will grow at least to the height of the equipment height, and will provide a continuous and mostly solid/opaque living screen, within two (2) growing seasons from the date planted. The planting material must be selected from the list of materials set forth in the City's Zoning Ordinance.

c. The proposed planting shall be included on the Landscape Plan as required in Section 8.06(c) of this Ordinance.

d. Public-owned ground-mounted equipment (such as City traffic controller boxes, etc.) shall be exempt from the screening requirements in this Section.

SECTION 8.10 SUBDIVISION AMENITIES

(a) **Description & Definition.** The term "amenity" is described within Section 8.11(c)(1) and defined within Section 10.02 of this Ordinance.

(b) **Requirements.** Where amenities are proposed in conjunction with a development, such amenities shall be reviewed and approved in accordance with the following:

(1) Preliminary plans and illustrations, along with a written statement of such concepts, shall be submitted for review and approval with the Preliminary Plat.

(2) Plans for amenities shall then be incorporated into the Screening Plan and/or Landscape Plan (refer to Sections 8.06(b) and 8.06(c) of this Ordinance, respectively), as appropriate, for submittal as part of the Construction Plans (see Section 5.01 of this Ordinance).

(3) Structural elements shall be sealed by a licensed professional engineer and shall be considered for approval by the City.

(4) A Site Plan, reviewed and approved in accordance with the Zoning Ordinance, is required for private recreational facilities and parks;

(5) City review and approval of plans for amenities shall be required prior to issuance of a Letter of Final Acceptance for the subdivision improvements (refer to Section 5.05).

(c) **Design of Amenities.** The design of amenities shall conform to the following:

(1) Entry features shall be constructed entirely on privately owned property (i.e., not within public right-of-way), and shall not suspend over a public right-of-way, unless otherwise approved by the Director of Public Works and the Fire Chief. Minor elements of an entry feature may be placed within an entry street median upon Commission approval, provided that such street median is platted as a non-buildable lot and dedicated to a mandatory HOA for private ownership and maintenance. An entry feature having a water pond, fountain or other water feature shall only be allowed if approved by the Director of Engineering Services and the Fire Chief.

(2) No entry feature, other than screening walls or extensions of screening walls, may be constructed on any portion of a single-family, two-family, or townhome lot(s). All such features shall be constructed on lots that are platted as "non-buildable" lots and dedicated to a mandatory HOA for private ownership and maintenance.

(3) Entry features shall not encroach into visibility easements or otherwise impair pedestrian or vehicular visibility.

(4) The maximum height for entry features and structures shall be the maximum height of the governing zoning district, if applicable, as measured from the nearest street or sidewalk grade, whichever is higher.

(5) Private recreation facilities, if provided in a development, shall, to the greatest extent possible, be centrally located within the overall development. (See Diagram 8.10-1)

SECTION 8.11 HOMEOWNERS' ASSOCIATION (HOA) REQUIREMENTS

(a) **Purpose.** The purpose for the establishment of an HOA (also referred to as "Association") for residential developments is to create an organization that owns and is responsible for maintaining, among other things, commonly owned properties, amenities, rights-of-way and riparian areas for the communal good of the development's property owners and residents.

(b) **Applicability.** An HOA shall be established for any development that contains any of the following: an amenity, private street(s), a Major Creek or tributary, or thoroughfare screening. For purposes of this section, the terms "Homeowners' Association" and "Association" are interchangeable with the term "Property Owners' Association" for multi-family and non-residential developments.

(c) **Descriptions of Elements Requiring a HOA.** Any one (1) or more of the following elements created as part of a development shall require formation and continued operation of a mandatory HOA:

(1) Amenity. Where proposed in conjunction with a development, the word "amenity" shall be as defined in Section 10.02, and shall include, but not be limited to, the following:

a. Amenity center (i.e., private swimming pool, club house, tennis courts, etc.);
b. Private recreational facility;
c. Entry features;
d. Open space - voluntary or as required by zoning or Development Agreement;
e. Ponds;
f. Water fountains;
g. Water features;
h. Hike-and-bike trails; and
i. Other commonly owned facilities.

(2) Major Creek. As defined in Section 10.02, and as generally regulated by Section 8.03 of this Ordinance.

(3) Private Street. As defined in Section 10.02, and as generally regulated by Section 8.04(b)(5) of this Ordinance; this shall include all infrastructure including streets, alleys, sidewalks and other appurtenances within designated access easements, as well as associated structures as follows:

a. Security station structures and equipment (including gates, access card readers, perimeter security fencing, etc.);
b. Greenbelts; and
c. Other infrastructure necessary for vehicular circulation and neighborhood security.

(4) Thoroughfare Screening. As defined in Section 10.02, and as generally regulated by Section 8.06 of this Ordinance.

(d) **Procedure.** The establishment of a required HOA shall occur in conjunction with the recordation of the subdivision Final Plat, and shall generally be established as follows:

(1) Documents Submitted for Review. The Declaration, covenants and other necessary documents establishing the HOA shall be submitted to the City for review by the City Attorney for conformance with this and other applicable ordinances prior to submission of the Final Plat, and prior to issuance of a Letter of Final Acceptance for the development (refer to Section 5.05). HOA documents shall include descriptions of any amenities, private streets, stub streets, thoroughfare screening, Major Creek(s) or tributary(ies), and other areas for which the Association is responsible for maintenance, and shall outline the organization of the Association.

(2) Approval By City Attorney. All HOA documents shall be reviewed by the City Attorney prior to recordation of the Final Plat. The applicant shall reimburse the City for all related legal costs for review of the HOA documents. This reimbursement shall be paid in full prior to recordation of the Final Plat.

(3) Recordation. All HOA documents shall be recorded at the County prior to the recordation of the Final Plat. Two (2) copies of the recorded documents shall be submitted to Development Services for distribution to the Planning Division for City records within five (5) days following recordation.

(4) Additional Phases. An additional phase to an existing subdivision is not required to establish a separate and distinct HOA, provided that:

a. The existing, recorded Association documents are amended to incorporate the area of the new subdivision phase and to adopt the responsibility of its amenities, private streets, Major Creeks and tributaries, thoroughfare screening, and other areas for which the Association is responsible for maintenance.

b. The applicant shall provide a draft of the amended covenants to the City Attorney for review prior to the recordation of the plat.

(e) **Notice to Purchasers.** The developer shall be required to post notice in a prominent place at all model homes and sales offices stating the following:

(1) That an HOA has been established for the subdivision;

(2) That membership in the HOA is mandatory for all lot owners; and

(3) That the developer is required to provide to any person, upon their request, a complete copy of the Association documents and a five (5)-year projection (at a minimum), of Association dues, income and expenses.

(f) **General Requirements.** The following shall be set forth in the HOA documents:

(1) A statement that membership in the Association is mandatory for all owners of property within the subdivision;

(2) A listing of all required maintenance responsibilities, and where possible, the lot number(s), legal descriptions, street name(s), etc. as shown on the approved plat for areas to be the responsibility of the Association;

(3) By-laws related to the governance of the Association;

(4) Covenants for maintenance assessments, which shall run with the land;

(5) Responsibility for liability insurance and local taxes;

(6) Statement that the authority for enforcement of Association rules and regulations is solely the responsibility of the Association and is not, in any way, the responsibility of the City;

(7) Authority for the Association to secure funds from its members sufficient to meet its responsibilities. This authority shall include the ability to collect dues, to increase dues, to charge special assessments, and to place liens against property for failing to pay dues and assessments.

a. Dues shall be calculated based on a cost projection for the maintenance of all amenities and based on eventual build-out of the subdivision;

b. Dues shall not be based on calculations which include monies from the developer which will not be provided following the transfer of the Association from the developer to the lot owners.

c. Dues shall be required to be disclosed to all lot owners at the time of property purchase by the lot owners.

(8) Provision that no amendment of the Association documents relating to maintenance of amenities, private streets, Major Creeks and tributaries, thoroughfare screening, any other Association-maintained area or facility, or related reserve funds (as applicable) shall occur without prior City approval;

(9) Written release of liability for maintenance to benefit the City; written indemnification of the City outlining that under no circumstances shall the City be liable to the Association or any property owner or their respective heirs, executors, administrators, devisees, personal representatives, successors or assigns for any damages, injuries (including death), and/or liability resulting from any amenity, on the private streets, within or adjacent to any Major Creek or tributary, associated with any thoroughfare screening or common landscaping, or from any other Association-owned and maintained area or facility;

(10) Written assurance of funds based on an accredited cost projection analysis within a specific reserve account of the Association for the maintenance and removal of amenities as determined by the City; and

(11) Written consent giving the City the authority to take the actions for violations as set forth in Section 8.11(h).

(12) Other City requirements as applicable.

(g) **Supplementary Requirements.** The HOA shall also comply with the following regulations, where applicable:

(1) Association documents shall not overrule the landscaping or other provisions of the Zoning Ordinance by penalizing or restricting water conserving landscapes, or by requiring landscape materials that do not comply with Zoning Ordinance landscape requirements;

(2) Amenities. The following regulations shall apply to any subdivision that includes an amenity, as described in Section 8.11(c)(1) (and defined in Section 10.02):

a. Where amenities are proposed in conjunction with a development, the applicant shall comply with those regulations outlined in Section 8.10 of this Ordinance.

b. All developments that require the provision of common open space shall submit covenants to maintain open space, recreational areas, and other commonly owned facilities for review with the Final Plat application.

(3) Private Streets. Whenever a public street becomes private following recordation, an HOA is required to be established, if not already in existence, that would be responsible for owning and maintaining the converted streets and rights-of-way. The following regulations shall apply to any subdivision that includes private streets, except those that exist as of the effective date of this Ordinance.

a. The Association shall own and be responsible for the maintenance of private streets and appurtenances (such as alleys, storm sewers, sidewalks, barrier-free ramps, street lights and signs, etc.) and shall provide for the payment of dues and assessments required to maintain the private streets and appurtenances.

b. The Association documents shall state that if the specific approval or the Specific Use Permit for the Private Street Development is revoked or the private streets are

otherwise converted to public streets, the reserve fund shall become the property of the City (see the City's *Engineering Standards* for conversion process).

c. In addition to any other requirements set forth in this Section, the HOA's documents shall specify the following:
    1. That the streets within the development are private, that they are owned and maintained by the Association, and that the City has no obligation to maintain, repair or reconstruct the private streets.
    2. A statement that the City may, but is not obligated to, inspect private streets and require repairs necessary to insure that the same are maintained to City standards.
    3. A statement that the Association may not be dissolved without the prior written consent of the City Council, which consent shall not be withheld by the City if it determines that an adequate reserve fund exists, and the streets and alleys are in satisfactory condition as determined by the Director of Public Works.
    4. That failure to bring the subdivision into compliance with the regulations may cause the City to revoke the specific approval or the Specific Use Permit for the Private Street Development and take appropriate action.

d. The HOA's documents shall note that certain City services may not be provided in Private Street Developments. The services that may not be provided include, but are not limited to: police enforcement of traffic and parking ordinances and preparation of accident reports. Depending on the characteristics of the proposed development other services may not be provided.

e. The HOA's documents shall contain a provision that requires the Association to provide unrestricted access to emergency vehicles, utility personnel, the U.S. Postal Service, and governmental employees, agents or representatives in the performance of their official duties. All access gates shall be designed and constructed in accordance with emergency access design standards in the *Engineering Standards*, and shall be equipped with an Opticom gate opening system or with another opening system that is acceptable to the Fire Chief.

(4) Major Creeks, Tributaries, Ponds and Water Features (100-Year Floodplain). For single-family and two-family residential developments, the 100-year floodplain may be owned and maintained by a Homeowners' Association subject to City approval. The Final Plat shall reflect, and the Association's documents shall provide:

a. City access for emergency vehicles, equipment and personnel and for the improvement and maintenance of the 100-year floodplain in the event they are not being properly maintained, as determined by the Director of Engineering Services; and

b. That the Association shall reimburse the City for all costs incurred by the City for maintenance.

(5) Thoroughfare Screening. All subdivisions that are required to provide thoroughfare screening per Section 8.06 of this Ordinance shall comply with the following:

a. The Homeowners' Association shall own and be responsible for the maintenance of all required screening walls and fences, landscaping, landscape edges, and landscape irrigation systems, and shall provide for the payment of dues and assessments required to maintain such improvements.

b. The Association documents shall state that the City has no obligation to maintain or reconstruct the screening walls and fences, landscaping, landscape edges, and landscape irrigation systems in the event of damage to such improvements.

c. The Association documents shall state that the City may, but is not obligated to, inspect screening walls and fences, landscaping, landscape edges, and landscape irrigation systems, and that the City may require maintenance and repairs necessary to ensure that such improvements are maintained to City standards.

(h) **Violations, Revocations & Liens.**

(1) The City will notify the Homeowners' Association of violations of any of the regulations specified within this Section.

(2) Failure to bring the subdivision into compliance with these regulations may cause the City to revoke the specific approval of the Association or take other remedies as outlined in this Section 8.11(h).

(3) The City shall have all lien, assessment and enforcement rights granted therein to the Association, and the City shall have the ability to enforce the liens and assessments, and avail itself of any other enforcement actions available to the City pursuant to State law and/or City regulations.

(4) Should the Association fail to carry out its duties as specified in this Ordinance, the City shall have the right and ability, after due notice to the Association, to perform the duties required by this or any other Ordinance, regulation or agreement with the City in order to bring the Association into compliance therewith. The City shall have the right and ability, after due notice to the Association to assess the Association, for the full amount owed and/or assess the property owners on a pro rata basis for all costs incurred by the City in performing said duties if the Association fails to do so. Said assessment shall constitute a lien, in favor of the City, upon the property for which the assessment is made.

SECTION 8.12 PARKS & OPEN SPACES

(a) **Applicability.** This section shall not apply to Major Creeks as set forth in Section 8.03 of this Ordinance, unless otherwise noted.

(b) **General Requirements.** Parks shall be easy to access and open to public view so as to benefit area developments, enhance the visual character of the City, protect public safety, and minimize conflict with adjacent land uses. The following guidelines shall be used in designing development around or adjacent to parks and adjacent development:

(1) Parks and Open Spaces. Parks shall be bounded by a street(s) or by other public uses unless otherwise specified in this Ordinance, the Zoning Ordinance, or a Planned Development (PD) ordinance (e.g. school, library, recreation center).

(2) Residential Lots.

a. Single-family and two-family residential lots shall be oriented such that they front or side onto parks and open spaces and they do not back to them, in accordance with Diagram 8.12-1.

b. Residential lots shall only be allowed to back onto a park or open space when the site's physical character (e.g., shape, topography, drainage) does not reasonably accommodate an alternative design or the layout of the subdivision complements the use of the park or open space (e.g., lots backing to a golf course); lots backing to a park or open space shall only be allowed upon approval from the Director of Development Services and the Director of Parks & Recreation.

(3) Access to Parks and Open Spaces. A proposed development adjacent to a park or open space shall not be designed to restrict public visibility or reasonable public access to the park or open space from other area developments. Street connections to existing or future adjoining subdivisions shall be required to provide reasonable access to parks and open space areas.

(4) Non-Residential Uses Adjacent to Parks. Where a non-residential use must directly abut a park or open space area, the use shall be oriented such that it sides, and does not back, onto the park or open space area if at all possible. The use shall be separated from the park or open space by a minimum six-foot (6') tall decorative metal fence with an irrigated living screen (see Section 8.06) unless otherwise approved as a Minor Waiver, in accordance with Section 9.01, by the Director of Development Services and the Director of Parks & Recreation. Access points to the park or open space area may be required by the City if a public benefit is established.

(5) Alleys Adjacent to Parks. Alleys should not be designed to encourage their use as a means of vehicular, bike or pedestrian travel to the park.

(6) Public Access Points Into Parks. Public access into parks and open spaces shall not be less than fifty feet (50') in width at the public right-of-way line, at the street curb, and at any other public access point (such as along Major Creeks, etc.). Such access shall not be part of a residential lot or other private property, and shall be kept open and unobstructed at all times.

(c) **Streets Abutting a Park.** Streets abutting a park or open space area shall be built in accordance with the Comprehensive Plan, the standards of this Ordinance, and all other applicable construction standards and/or ordinances. The City may, however, require any residential street built adjacent to a park or open space to be constructed to collector-street width to provide access, to accommodate possible on-street parking for park users, and to prevent traffic congestion.

(1) Abutting Street Oversizing. When park or open space land is acquired by the City, the City shall require at least sixty feet (60') of right-of-way be dedicated to provide for an abutting collector-sized street, unless otherwise approved by the City.

(d) **Park Reservation and Dedication.** Land for neighborhood and linear parks shall be reserved and dedicated in accordance with the locations recommended by the Parks and Recreation Board. All Preliminary and Final Plats shall be reviewed to determine if land dedications are necessary for neighborhood and linear parks. If land is required to be dedicated for park sites or open spaces, the City shall specify the proposed land requirements, configurations and locations. The Commission shall make the final determination of park land location and configuration during its review and approval of the Preliminary and Final Plats. Specific neighborhood and linear park sites and improvements shall be dedicated to the City upon approval of the Final Plat and upon issuance of a Letter of Final Acceptance (refer to Section 5.05).

(e) **Site Criteria.** Neighborhood and linear park sites shall be of a suitable size, dimension, topography and general character to meet the design criteria specified in the *Parks, Recreation & Open Space Master Plan.*

(f) **Minimum Park Improvements.** Unless waived by the Parks & Recreation Board, neighborhood and linear parks shall be improved by the developer prior to a Letter of Final Acceptance being issued by the City (refer to Section 5.05). Minimum park improvements, as determined by the City, shall include:

(1) Grading and clearance of unwanted vegetation, structures or improvements;

(2) Installation of storm drainage and stream erosion controls;

(3) Establishment of turf and planting of trees;

(4) Installation of perimeter streets and street lights; and

(5) Provision of water and sewer service to a location(s) on the park site as determined by the Director of Parks & Recreation and by the Director of Engineering Services.

(g) **Additional Voluntary Park Improvements.** A developer may request permission to construct, at his or her own expense, additional park improvements. The City may accept or reject voluntary dedications of park land and/or additional park improvements. Such voluntary dedications and/or improvements shall be considered for approval by the Parks & Recreation Board. All improvements in public parks and open spaces shall be consistent with the design criteria and objectives of the *Parks, Recreation & Open Space Master Plan*, and shall, upon installation, become the property of the City. Prior to constructing such additional park improvements, the developer shall enter into a Development Agreement with the City that defines, among other things, the work to be performed, construction schedules, improvement costs, performance surety, the amount to be reimbursed by the City (if any), and the timing of such reimbursement (if any). The City's Parks & Recreation Board shall assess and submit its recommendation to the City Council, and the Council shall consider and decide the proposed Development Agreement for park improvements.

(h) **Completion of Land Dedication and Improvements.** Park land shall be dedicated to the City concurrently with the filing of an approved Final Plat or Replat. All improvements specified in the Improvement Agreement, if applicable, shall be completed prior to approval of the Final Plat or Replat, except where future performance is provided for in the Improvement Agreement.

(i) **Hike-and-Bike Trail Requirements.**

(1) *Hike & Bicycle Trail Master Plan.* Hike-and-bike trails shall be constructed in accordance with the *Hike & Bicycle Trail Master Plan*.

(2) Requirements. Hike-and-bike trails, especially those providing access to and along Major Creeks and other open spaces, shall be in accordance with the following design criteria (unless otherwise approved by the Director of Parks & Recreation):

a. A minimum twenty-five foot (25') wide, level ground surface shall be provided for a twelve-foot (12') wide public hike-and-bike trail, where required. The twenty-five foot (25') wide, level ground surface may be provided within and/or outside of the 100-year floodplain (refer to Section 8.03).

b. The parkway of a public street may count towards the twenty-five-foot (25')-wide, level ground surface, upon approval of the Director of Parks & Recreation.

c. Low water crossings for the hike-and-bike trail may be allowed upon approval from the Director of Engineering Services and the Director of Parks & Recreation.

d. The hike-and-bike trail shall be designed so as to minimize visibility blind spots from public streets for public safety purposes.

e. Construction Plans for the development (refer to Section 5.01) shall include engineered drawings of trail cross-sections in accordance with the City's *Engineering Standards*.

(3) Locations. Locations of all trails shall be consistent with the locations designated on the *Hike & Bicycle Trail Master Plan*, and are subject to approval by the Director of Parks & Recreation.

a. The Director of Parks & Recreation shall have the authority to determine the placement of a public hike-and-bike trail at the time of Preliminary Plat review and approval.

b. The location of such trails shall be safe and economical.

c. No development shall interrupt future trail routes or otherwise hinder efficient public access to or from an existing or future planned trail. Gated and other limited access developments shall be designed such that they facilitate, and do not impede, through public access, emergency ingress and egress, usage and enjoyment of public trails.

(4) Trails Along Major Creeks and Greenways.

a. The location of trails within developments adjacent to Major Creeks or greenway trails recognized on the *Hike & Bicycle Trail Master Plan* shall be coordinated with the Parks & Recreation Department, and shall be staked in the field by the developer and approved by the Director of Parks & Recreation prior to the submittal of a Preliminary Plat.

b. The location of the trail shall be specified on the Preliminary Plat as the approved location for the hike-and-bike trail, and an easement for such shall be shown on the Preliminary and Final Plats for any portions of the trail that traverse private property.

(5) Trails in Relation to Golf Courses. When a trail system is extended through a golf course, improvements shall be made to protect and provide separation between users of the trail

system and the golfers, at the developer's expense. Such improvements include, but are not limited to, a series of berms and trees to help protect trail users from errant golf balls. Upon approval of the Director of Parks & Recreation, a golf cart path may serve as a trail.

(6) Future Trails and Access for New Developments. When development is adjacent to an undeveloped property, a pedestrian access stub-out in conjunction with a street connection to the edge of the development (refer to Section 8.04(b)(9)) shall be required to allow for future access between developments.

SECTION 9: RELIEF PROCEDURES

SECTION 9.01 PETITION FOR WAIVERS

(a) **Purpose.** The purpose of a petition for a Waiver to a particular standard or requirement of this Ordinance, as such are applicable to Plats or Construction Plans for a project, is to determine whether or not such particular standard or requirement should be applied to an application or project.

(b) **Definitions.** Waivers shall be classified as "minor" or "major", as defined in Section 10.02 (Definitions) of this Ordinance.

(c) **Decision-Maker.**

(1) Minor Waiver. A Minor Waiver is acted upon by the Director of Development Services or the Director of Engineering Services, as specified in Table 9.01-1.

a. Appeal. An appeal to a decision on a Minor Waiver by the Director of Development Services or the Director of Engineering Services (as applicable) may be considered by the Commission. If further appeal is made, the City Council shall then act on such an appeal. (See Section 9.01(j)).

(2) Major Waiver. A Major Waiver is acted upon by the Commission.

a. Appeal. An appeal to a decision on a Major Waiver by the Commission may be considered by the City Council (see Section 9.01(j)).

(d) **Applicability.**

(1) An applicant may request a Waiver of a particular standard or requirement applicable to a Preliminary Plat, to Construction Plans, or where no Preliminary Plat application has been submitted for approval, to a Final Plat or a Replat. A Waiver petition shall be specific in nature, and shall only involve relief consideration for one particular standard or requirement. An applicant may, if desired, submit more than one Waiver petition if there are several standards or requirements at issue.

(2) A petition for a Waiver shall not be accepted in lieu of a proportionality appeal (Section 9.02) or a vested rights petition (Section 9.03). If there is a question as to whether a proportionality appeal or vested rights petition is required instead of a petition for a Waiver, such determination shall be made by the Director of Development Services.

(e) **Submission Procedures.**

(1) A request for a Waiver shall be submitted in writing by the applicant with the filing of a Preliminary Plat, Construction Plans, Final Plat or Replat, as applicable. No Waiver may be considered or granted unless the applicant has made such written request.

(2) The applicant's request shall state the grounds for the Waiver request and all of the facts relied upon by the applicant. Failure to do so, will result in denial of the application unless the applicant submits a Waiver of Right to 30-Day Action in accordance with Section 3.03(e).

(f) **Criteria.**

(1) A Waiver to regulations within this Ordinance may be approved only when, in the decision-maker's opinion, undue hardship will result from strict compliance to the regulations.

(2) The decision-maker shall take into account the following factors:

a. The nature of the proposed land use involved and existing uses of the land in the vicinity;

b. The number of persons who will reside or work in the proposed development; and

c. The effect such Waiver might have upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.

(3) No Waiver shall be granted unless the decision-maker finds:

a. That there are special circumstances or conditions affecting the land involved or other constraints such that the strict application of the provisions of this Ordinance would deprive the applicant of the reasonable use of his or her land; and

b. That the Waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, and that the granting of the Waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area; and

c. That the granting of the Waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this Ordinance.

(4) A Waiver may be granted only when in harmony with the general purpose and intent of this Ordinance so that the public health, safety and welfare may be secured and substantial justice done. Financial hardship to the applicant shall not be deemed to constitute undue hardship.

(5) No Waiver shall be granted unless it represents the minimum degree of variation of requirements necessary to meet the needs of the applicant.

(6) The decision-maker shall not authorize a Waiver that would constitute a violation of, or conflict with, any other valid ordinance, code, regulation, master plan or Comprehensive Plan of the City.

(7) Any falsification of information by the applicant shall be cause for the Waiver request to be denied. If the Waiver request is approved based upon false information, whether intentional or not, discovery of such false information shall nullify prior approval of the Waiver, and shall be grounds for reconsideration of the Waiver request.

(g) **Burden of Proof.** The applicant bears the burden of proof to demonstrate that the requirement for which a Waiver is requested, if uniformly applied, imposes an undue hardship or disproportionate burden on the applicant. The applicant shall submit the burden of proof with the original submittal.

(h) **Decision.** The decision-maker shall consider the Waiver petition and, based upon the criteria set forth in Section 9.01(f), shall take one of the following actions:

(1) Deny the petition, and impose the standard or requirement as it is stated in this Subdivision Ordinance; or

(2) Grant the petition, and waive in whole or in part the standard or requirement as it is stated in this Ordinance.

(i) **Notification of Decision on Petition.** The applicant shall be notified of the decision on the Waiver by the applicable decision-maker (e.g., the Director of Development Services, Director of Engineering Services, Commission or City Council, as applicable), within fourteen (14) calendar days following the decision.

(j) **Appeal.**

(1) Initiation of an Appeal. The applicant or four (4) voting members of the Commission may appeal a waiver decision of any Director, as allowed within the Subdivision Ordinance. The written request to appeal shall be submitted to the Director of Development Services within fourteen (14) calendar days following the denial decision. (See Table 9.01-1)

(2) Appeal to Planning & Zoning Commission. The Commission shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the Director of Development Services. At this meeting, new information may be presented and considered, if available, that might alter the previous decision to deny the Waiver. The Commission may affirm, modify or reverse the previous decision by simple majority vote.

(3) Appeal to City Council. The applicant, the Director of Development Services or four (4) voting members of City Council may appeal the Commission's decision by submitting a written notice of appeal to the Director of Development Services within fourteen (14) calendar days following the Commission's decision. The City Council shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the Director of Development Services. The City Council may affirm, modify or reverse the Commission's decision by simple majority vote. The decision of the City Council is final.

(k) **Effect of Approval.** Following the granting of a Waiver, the applicant may submit or continue the processing of a Plat or Construction Plans, as applicable. The Waiver granted shall remain in effect for the period the Plat or Construction Plans are in effect, and shall expire upon expiration of either or both of those applications. Extension of those applications shall also result in extension of the Waiver.

SECTION 9.02 PROPORTIONALITY APPEAL

(a) **Purpose and Applicability.**

(1) Purpose. The purpose of a petition for relief from a dedication or construction requirement is to ensure that the imposition of uniform dedication and construction standards to a proposed development does not result in a disproportionate burden on the property owner, taking into consideration the nature and extent of the demands created by the proposed development on the City's roadways and public facilities systems.

(2) Applicability. A petition for relief under this Section 9.02 may be filed by the applicant to contest any requirement to dedicate land or to construct public improvements as required by this Ordinance or attached as a condition to approval of the application. A petition under this Section 9.02 shall not be used to waive standards on grounds applicable to any Waiver application, as outlined in Section 9.01.

(b) **Petition Requirements.**

(1) Form of Petition. The petition for relief from a dedication or construction requirement shall allege that application of the standard relating to the dedication or construction requirement is not roughly proportional to the nature and extent of the impacts created by the proposed development on the City's water, wastewater, storm drainage, parks or roadway system, as the case may be, or does not reasonably benefit the proposed development.

(2) Study Required. The applicant shall provide a study in support of the petition for relief that includes the following information:

a. Total capacity of the City's water, wastewater, storm drainage, parks or roadway system to be utilized by the proposed development, employing standard measures of capacity and equivalency tables relating the type of development proposed to the quantity of system capacity to be consumed by the development. If the proposed development is to be developed in phases, such information also shall be provided for the entire development proposed, including any phases already developed.

b. Total capacity to be supplied to the City's water, wastewater, storm drainage, parks or roadway system by the proposed dedication of an interest in land or construction of public improvements. If the application is part of a phased development, the information shall include any capacity supplied by prior dedications or construction of public improvements.

c. Comparison of the capacity of the City's public facilities system(s) to be consumed by the proposed development with the capacity to be supplied to such system(s) by the proposed dedication of an interest in land or construction of public improvements. In making this comparison, the impacts on the City's public facilities system(s) from the entire development shall be considered.

d. The effect of any City participation in the costs of oversizing the public improvement to be constructed in accordance with the City's requirements.

e. Any other information that shows the alleged disproportionality between the impacts created by the proposed development and the dedication or construction requirement imposed by the City.

(3) Time for Filing Petition and Study. A petition for relief from a dedication or construction requirement shall be filed with the Director of Engineering Services within fourteen (14) calendar days following the Commission's decision to conditionally approve or deny an application for approval of an application. The study in support of the petition shall be filed within sixty (60) calendar days following the initial decision, unless the applicant (petitioner for relief) seeks an extension in writing. The Director of Engineering Services may extend the time for submitting the study for a period not to exceed an additional thirty (30) calendar days for good cause shown.

(4) Land in Extraterritorial Jurisdiction (ETJ). Where land or facilities to be dedicated are located in the ETJ of the City and are to be dedicated to Collin or Denton County, a petition for relief or study in support of the petition shall be accepted as complete for review by the Director of Engineering Services only when such petition or study is accompanied by verification that a copy has been delivered to and accepted by Collin or Denton County, as applicable.

(c) **Processing of Petitions and Decision.**

(1) Responsible Official. The Director of Engineering Services shall be the responsible official for a petition for relief from a dedication or construction requirement (see Section 2.04(a)(9)). Where the petition is for relief from dedication of rights-of-way or construction of a facility in the City's ETJ that is to be dedicated to Collin or Denton County, the Director of Engineering Services shall coordinate a recommendation with the appropriate County official responsible for reviewing plats.

(2) Evaluation & Recommendation.

a. The Director of Engineering Services shall evaluate the petition and supporting study and shall make a recommendation to the Commission for their consideration and recommendation to the City Council.

b. In evaluating the petition and study, the Director of Engineering Services shall take into account the maximum amount of any impact fees to be charged against the development for the type of public improvement that is the subject of the petition, or similar developments on the City's water, wastewater, roadway, storm drainage or parks systems. The Director of Engineering Services may utilize any reasonable methodology in evaluating the applicant's study, including impact fee methodologies.

c. In order to achieve proportionality between the demands created by a proposed development on public facilities and the obligation to provide adequate public facilities, the City may participate in the costs of public improvements, credit or offset the obligations against payment of impact fees, or relieve the property owner any of the obligations in response to a petition for relief from a dedication or construction requirement pursuant to Section 9.02.

(3) Decision-Maker. The Commission shall decide the petition for relief from a dedication or construction requirement.

(4) Public Hearing. The Commission shall conduct a public hearing within sixty (60) calendar days after the study supporting the petition (refer to Section 9.02(b)) is filed with the Director of Engineering Services.

(5) Burden of Proof. The applicant bears the burden of proof to demonstrate that the application of a dedication or construction requirement that is uniformly applied imposes a disproportionate burden on the applicant.

(6) Decision. The Commission shall consider the petition for relief from a dedication or construction requirement based upon the following criteria:

a. The Commission shall determine whether the application of the standard or condition is roughly proportional to the nature and extent of the impacts created by the proposed development on the City's water, wastewater, storm drainage, parks or roadway system, and whether the application of the standard or condition reasonably benefits the development.

b. In making such determination, the Commission shall consider the evidence submitted by the applicant, the report and recommendation of the Director of Engineering Services and, where the property is located within the City's ETJ, any recommendations from Collin or Denton County, as applicable.

(7) Action. Based on the criteria in Section 9.02(c)(6), the Commission shall take one of the following actions:

a. Deny the petition for relief, and impose the dedication or construction requirement as required by this Ordinance; or

b. Grant the petition for relief, and waive any dedication or construction requirement to the extent necessary to achieve proportionality; or

c. Grant the petition for relief, and direct that the City participate in the costs of acquiring land for or constructing the public improvement under standard participation policies.

(8) Notification of Decision on Petition. The applicant shall be notified of the decision on the petition for relief by the Director of Engineering Services within fourteen (14) calendar days following the Commission's decision.

(d) **Appeal of the Decision on a Petition for Relief.**

(1) Initiation of an Appeal. The applicant or no less than four (4) voting members of City Council may appeal the decision of the Commission by submitting a written notice of appeal to the Director of Development Services within fourteen (14) calendar days following the date of the Commission's decision.

a. For a City Council-initiated appeal, the Council shall consider and act on whether it will appeal the Commission's decision at its first regular meeting (for which there is time to include such appeal on its posted agenda, as required by State law) that occurs after the Commission meeting at which the decision was made.

b. Written notice of the City Council's vote to appeal shall be submitted to the Director of Development Services within seven (7) calendar days following the City Council's vote to appeal the decision.

c. For an applicant-initiated appeal, a letter stating the reasons for the appeal, citing the specific applicable section(s) of the Subdivision Ordinance, shall be submitted by the applicant.

d. The Director of Development Services may, on his/her own initiative, appeal the decision of the Commission by scheduling an appeal on the City Council's next regular meeting (for which there is time to include such appeal on its posted agenda as required by State law) that occurs after the Commission meeting at which the decision was made.

(2) Council Decision. The City Council shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the Director of Development Services. The City Council may affirm, modify or reverse the decision of the Commission by simple majority vote. The decision of the City Council is final.

(e) **Expiration or Failure to File Application.** Where an application was denied based upon the imposition of the standard requiring dedication of land or construction of a required public improvement and the Commission's decision (or decision on appeal) is to grant some level of relief, the applicant shall resubmit the application within sixty (60) calendar days following the date the petition for relief is granted, in whole or in part, showing conformity with the Commission's decision (or decision on appeal) on the petition.

(1) If such re-submittal of the application is not made within the sixty-day (60-day) period, the relief granted by the Commission on the petition shall expire.

(2) If the re-submittal of the application is modified in any other way, a new petition for relief may be required by the Director of Engineering Services.

(3) If the application for which relief was granted is denied on other grounds, a new petition for relief may be required by the Director of Engineering Services.

(f) **Effect of Relief.**

(1) The Director of Engineering Services may require the applicant to submit a modified application or supporting materials consistent with the relief granted by the Commission on the petition.

(2) The relief granted on the petition shall remain in effect for the period the application is in effect, and shall expire upon expiration of the plat or related application.

SECTION 9.03 VESTED RIGHTS PETITION

(a) **Purpose.** The purpose of a vested rights petition is to determine whether an application should be processed under the terms of a previous ordinance, to provide a process for determination of possible vested status, and to determine when certain permits are subject to expiration.

(b) **Applicability.**

(1) A vested rights petition may be submitted for any application authorized under this Ordinance.

(2) A vested rights petition cannot be submitted by an applicant along with submission of a request for a text amendment to this Ordinance, a Zoning Map amendment, or any other request for a legislative decision by the City Council.

(c) **Submission.** A vested rights petition shall be submitted to and officially filed with the City's responsible official (see Section 9.03(g)) in accordance with the Texas Local Government Code, Chapter 245 or successor statute. Submission of a vested rights petition shall be deemed as an automatic waiver of the applicant's right, and the City's obligation, to process and act upon applications as required by State law (Chapter 212 of the Texas Local Government Code), and as provided in Section 3.03(e) of this Ordinance. Submission of such petition shall stay further proceedings on the related application until a final decision is reached on the vested rights petition.

(d) **Effect.** If a properly submitted vested rights petition is approved in whole or in part, the responsible official shall then process the original application and the decision-maker shall decide the application in accordance with the standards specified in the relief order based on prior ordinance requirements or development standards, or shall extend the validity of the original application that would otherwise be subject to expiration pursuant to this Ordinance.

(e) **Form of Petition.** The vested rights petition shall allege in writing that the applicant has a vested right for some or all of the land subject to the application under Texas Local Government Code, Chapter 245 or successor statute, or pursuant to Texas Local Government Code, Section 43.002 or successor statute, that requires the City to review and decide the application under standards that were in effect prior to the effective date of the currently applicable standards. The petition shall include the following information and documents:

(1) A written vested rights petition form, with a notarized original signature of the property's owner;

(2) A narrative description of the grounds for the petition, including a statement as to whether the petition asserts a vested right related to a specific standard or to an entire project;

(3) A copy of each approved or pending application which is the basis for the contention that the City may not apply current standards to the application which is the subject of the petition;

(4) The official filing date of the application;

(5) The date the subdivision for which the application was submitted was commenced;

(6) Identification of all standards otherwise applicable to the application from which relief is sought;

(7) Identification of any current standards which applicant agrees can be applied to the application at issue;

(8) A narrative description of how the application of current standards affect proposed landscaping, open space or park dedication, shown on the application for which the petition is filed;

(9) A copy of any prior vested rights determination involving the same land; and

(10) Whenever the applicant alleges that an application subject to expiration should not be terminated, a description of the events constituting progress toward completion of the subdivision for which the application was approved. The applicant shall reimburse the City for all related legal costs for review of the vested rights petition. This reimbursement shall be paid in full prior to any decision on the petition.

(f) **Time for Filing Petition.** A vested rights petition shall be filed with an application for which a vested right is claimed, except that the petition may be filed before the date of expiration of any already approved application when filed pursuant to Section 9.03(m), *Dormant Projects*. Where more than one application is authorized to be filed simultaneously by this Ordinance, the petition may be filed simultaneously for each application.

(g) **Processing of and Decision on Petition.**

(1) Responsible Official. The responsible official for a vested rights petition is the same as that for processing the application with which the petition is associated, except where a petition is submitted pursuant to Section 3.07 of this Ordinance, *Expiration for Projects Approved Prior to September 1, 2005*. Where multiple applications are submitted, and there is more than one responsible official, the decision of each responsible official shall be coordinated with that of any other responsible official on the vested rights petition. The City Attorney shall also be notified of the vested rights petition following its filing and acceptance for processing. The applicant shall reimburse the City for all related legal costs for review of a vested rights petition. This reimbursement shall be paid in full prior to filing of the Final Plat.

(2) Action and/or Decision by Responsible Official.

a. If the responsible official is the decision-maker on the original related application, that official shall determine whether the relief requested in the vested rights petition should be granted in whole or in part, and shall formulate a written report summarizing the official's reasoning and recommendation.

b. The applicant shall be notified of the decision within fourteen (14) calendar days following the date the vested rights petition was filed at the City.

c. The responsible official may defer making a decision on the vested rights petition and instead forward the petition to the Commission for a decision, in accordance with the process outlined in Section 9.03(g)(3).

(3) Decision by Planning & Zoning Commission. If the original related application is to be decided by the Commission, or if the responsible official defers making a decision on a vested rights petition pursuant to Section 9.03(g)(2)c., the responsible official for that type of application shall submit a report in the form of a recommendation on the vested rights petition to the Commission. The Commission shall render a decision on the vested rights petition within thirty (30) calendar days following the date the petition was filed at the City. The Commission's decision on a vested rights petition shall be upon a simple majority vote of the full Commission's voting members.

(4) Decision by City Council. Where the City Council is the final decision-maker on the related application, or for any petition submitted pursuant to Section 9.03(m), *Dormant Projects*, the responsible official for that type of application shall submit a report in the form of a recommendation on the vested rights petition to the City Council. The Council shall render a decision on the vested rights petition within thirty (30) calendar days following the date the petition was filed at the City. The City Council's decision on a vested rights petition shall be upon a simple majority vote of the full Council's voting members, and shall be final.

(5) Appeal of Decision on Petition. The applicant may appeal, to City Council, the responsible official's or Commission's decision on the vested rights petition by submitting written notice of appeal to the applicable responsible official within fourteen (14) calendar days following the date of such decision. The City Council shall hear and decide the appeal within thirty (30) calendar days following receipt of the notice of appeal by the City. Approval of an appeal by the City Council shall only be upon a favorable vote of at least four (4) of the Council's voting members, and shall be final.

(6) Effect on Related Applications. A final decision on the vested rights petition or appeal under this Section must be achieved prior to further processing, and prior to any consideration of, or decision on, the related application. Upon such final resolution and decision on a vested rights petition, the responsible official shall commence processing, review and consideration for the related application as provided in this Ordinance.

(h) **Criteria for Approval.**

(1) Factors. The decision-maker shall decide the vested rights petition based upon the following factors:

a. The nature and extent of prior applications filed for the land subject to the petition;

b. Whether any prior vested rights determinations have been made with respect to the property subject to the petition;

c. Whether any prior approved applications for the property have expired or have been terminated in accordance with State law or local ordinances;

d. Whether current standards adopted after commencement of the project affect proposed use of the land, landscaping or tree preservation, open space or park dedication, lot size, lot dimensions, lot coverage or building size based upon the proposed application;

e. Whether any statutory exception applies to the standards in the current Subdivision Ordinance from which the applicant seeks relief;

f. Whether any prior approved applications relied upon by the applicant have expired;

g. For petitions filed pursuant to Section 3.07 of this Ordinance, *Expiration for Projects Approved Prior to September 1, 2005*, whether any of the events in Section 3.07 have occurred;

h. Any other applicable provisions outlined in Chapter 245 or Section 43.002 of the Texas Local Government Code, or successor statutes.

(2) Conditions. If the claim of vested rights is based upon a pending application, subject to standards that have been superseded by current standards of this Ordinance, the decision-maker may condition any relief granted on the vested rights petition on the approval of the pending application.

(i) **Action and Record of Action on the Vested Rights Petition.**

(1) Action. The decision-maker may take any of the following actions:

a. Deny the relief requested in the petition, and direct that the application shall be reviewed and decided under currently applicable standards; or

b. Grant the relief requested in the petition, and direct that the related application be reviewed and decided in accordance with the standards contained in identified prior regulations; or

c. Grant the relief requested in part, and direct that certain identified current standards be applied to the related application, while standards contained in identified prior regulations also shall be applied; or

d. For petitions filed pursuant to Section 3.07 of this Ordinance, *Expiration for Projects Approved Prior to September 1, 2005*, specify the expiration date or the conditions of expiration for the related application(s).

(2) Record. The responsible official's report and the decision on the vested rights petition shall be recorded in writing in an order identifying the following:

a. The nature of the relief granted, if any;

b. The related application(s) upon which relief is premised under the petition;

c. Current standards which shall apply to the related application for which relief is sought, if applicable;

d. Prior standards which shall apply to the related application for which relief is sought, including any procedural standards, if applicable;

e. The statutory exception or other grounds upon which relief is denied in whole or in part on the petition;

f. To the extent feasible, subsequent related applications that are subject to the same relief granted on the petition; and

g. For petitions filed pursuant to Section 3.07 of this Ordinance, *Expiration for Projects Approved Prior to September 1, 2005*, the date of expiration of the related application.

(j) **Related Application Following Final Decision on the Vested Rights Petition.**

(1) Following the City's final decision on the vested rights petition, the applicant shall, if necessary, revise the related application such that it conforms to the City's decision on the vested rights petition.

(2) The decision-maker on the related application shall review and consider the revised application in accordance with the procedures for deciding that type of application, as outlined in this Ordinance, and in conformity with any relief granted.

(3) If the relief granted on the vested rights petition is consistent with the related application on file, no revisions shall be necessary, and the related application shall be deemed officially filed at the time of the final decision on the vested rights petition.

(k) **Appeal of the Decision on a Vested Rights Petition.**

(1) Initiation of an Appeal. The applicant or no less than four (4) voting members of City Council may appeal the decision of the Commission by submitting a written notice of appeal to the Director of Development Services within fourteen (14) calendar days following the date of the Commission's decision.

a. For a City Council-initiated appeal, the Council shall consider and act on whether it will appeal the Commission's decision at its first regular meeting (for which there is time to include such appeal on its posted agenda, as required by State law) that occurs after the Commission meeting at which the decision was made.

b. Written notice of the City Council's vote to appeal shall be submitted to the Director of Development Services within seven (7) calendar days following the City Council's vote to appeal the decision.

c. For an applicant-initiated appeal, a letter stating the reasons for the appeal, citing the specific applicable section(s) of the Subdivision Ordinance, shall be submitted by the applicant.

d. The Director of Development Services may, on his/her own initiative, appeal the decision of the Commission by scheduling an appeal on the City Council's next regular meeting (for which there is time to include such appeal on its posted agenda as required by State law) that occurs after the Commission meeting at which the decision was made.

(2) Council Decision. The City Council shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the Director of Development Services. The City Council may affirm, modify or reverse the decision of the Commission by simple majority vote. The decision of the City Council is final.

(l) **Expiration & Extension.**

(1) Expiration. Relief granted on a vested rights petition shall expire on occurrence of one of the following events:

a. The applicant fails to submit a revised application that is consistent with the relief granted, if any, within sixty (60) calendar days following the final decision on the vested rights petition;

b. The application for which relief was granted on the vested rights petition is denied; or

c. The application for which relief was granted on the vested rights petition expires.

(2) Extension. Extension of the date of expiration for the application for which relief was granted on a vested rights petition shall result in extension of the relief granted on the vested rights petition for the same time period.

(m) **Dormant Projects.**

(1) Definitions. For purposes of this Section 9.03(m) only:

a. *Initial permit* means any of the following types of approvals granted under this Subdivision Ordinance, or any predecessor subdivision or development-related ordinance that was in effect prior to the adoption of this Ordinance: Preliminary Plat, Construction Plans, Construction Release, Waivers to any requirement in this Subdivision Ordinance (per Section 9.01), or any other application that was approved subject to a schematic drawing illustrating the location, arrangement, orientation or design of development, lots or improvements on a site intended for development.

b. *Final permit* means a Final Plat approved under this Subdivision Ordinance, or any predecessor subdivision or development-related ordinance that was in effect prior to the adoption of this Ordinance.

(2) Expiration of Permits. Any application for an initial permit that was approved or filed before, but that was not subject to an expiration date, two (2) years prior to the adoption date of this Subdivision Ordinance shall expire on the effective date of this Subdivision Ordinance.

(3) Reinstatement. The property owner of the land subject to an initial permit that expires under Section 9.03(m)(2) may petition the Commission to reinstate such permit by filing a written petition within sixty (60) calendar days following the effective date of this Subdivision Ordinance. The petition shall clearly state the grounds for reinstatement, and shall be accompanied by documentation of one of the following:

a. As of two (2) years prior to the effective date of this Subdivision Ordinance, one of the following events had occurred:

i. A final permit to continue toward completion of the project was submitted to the City for all or part of the land subject to the approved initial permit and was approved by the City, or was filed and was subsequently approved by the City;

ii. An application for a final permit to continue toward completion of the project was submitted to the City for all or part of the land subject to the expired initial permit, but such application was rejected on grounds of incompleteness (consistent with Texas Local Government Code, Chapter 245.005(c)(2));

iii. Costs for development of the land subject to the initial permit, including costs associated with roadway, utility and other infrastructure facilities designed to serve the land in whole or in part, but exclusive of land acquisition costs, were incurred in the aggregate amount of five percent (5%) of the most recent appraised market value of the land;

iv. Fiscal security was posted with the City to guarantee performance of obligations required under this Subdivision Ordinance, including the construction of required improvements associated with the proposed development, for all or a part of the land subject to the approved initial permit; or

v. Utility connection fees or impact fees for all or part of the land subject to the approved initial permit were paid to the City.

b. After two (2) years prior to the adoption date of this Subdivision Ordinance, but before the expiration date specified in Section 9.03(m)(2), one of the following events had occurred:

i. A final permit was approved for all or part of the land subject to the approved application, and remained in effect for such land on such expiration date; or

ii. A complete application for approval of a final permit for all or part of the land subject to the approved initial permit was pending for decision on such expiration date.

(4) Commission Action on Reinstatement. The Commission may take one of the following actions:

a. Reinstate the expired initial permit without an expiration date, if it finds that the applicant has met any one of the criteria listed in Section 9.03(m)(3)a.;

b. Reinstate the initial permit for all or part of the land subject thereto, if it finds that the applicant has met any one of the criteria listed in Section 9.03(m)(3)b., subject to such expiration dates or other conditions that ensure that the remaining land that is not subject to an approved or pending final permit application will be developed in a timely fashion. In granting relief under this provision, the Commission may require that development of such remaining land is subject to standards enacted after approval of the initial permit;

c. Deny the reinstatement petition, if it finds that the applicant has failed to meet any of the criteria in Section 9.03(m)(3); or

d. Reinstate the permit for only that part of the land subject to a pending final permit application, if it finds that the applicant has met the criteria in Section 9.03(m)(3)b.ii

and the pending application subsequently was approved, and deny the reinstatement petition for the remaining land subject to the expired initial permit.

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SECTION 10: DEFINITIONS

SECTION 10.01 USAGE & INTERPRETATION

(a) **Usage.** The definitions within this Section 10 are intended to provide descriptions for words and terms used within this Subdivision Ordinance. Absent any conflict, words and terms used in this Subdivision Ordinance shall have the meanings ascribed thereto in this Section 10.

(b) **Conflicts.** When words and terms are defined herein, and are also defined in other ordinance(s) of the City, they shall be read in harmony unless there exists an irreconcilable conflict, in which case the definition contained in this Section 10 shall control.

(c) **Present and Past Tenses.** Words used in the present tense include the future; words in the singular number include the plural number, and words used in the plural number include the singular number.

(d) **Usage of Shall and May.** The word shall is mandatory and not directory. The word may is directory and not mandatory.

(e) **Words Not Defined.** For any definition not listed in this Section 10, the definition found within the latest edition of Webster's Dictionary shall be used.

(f) **Certain Terms and Words.** Certain terms and words are to be used and interpreted as described and/or defined within the sections of this Subdivision Ordinance wherein they apply to certain regulations.

SECTION 10.02 DEFINITIONS

(a) **Definitions.** The following definitions shall apply to terms and words used within this Subdivision Ordinance.

100-Year Floodplain. The flood having a one percent (1%) chance of being equaled or exceeded in any given year, based upon a fully developed watershed and the City's criteria to accommodate a 100-year storm in a Major Creek.

Abutting. Adjacent, adjoining and contiguous to. It may also mean having a lot line in common with a right-of-way or easement, or with a physical improvement such as a street, waterline, park, or open space.

Access. A means of approaching or entering a property, or the ability to traverse a property (such as in the use of the phrase pedestrian access easement).

Alley. A minor right-of-way, generally dedicated to public use, which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for utility service purposes.

Amending Plat. See *Plat, Amending*.

Amenity. Aesthetic or other physical improvements to a development that increase its quality, desirability, and/or marketability to the public, and that are described within Section 8.11(c)(1) of this Ordinance.

Appeal. A request for review of and relief from any decision applying a provision of this Ordinance.

Applicant. The person or entity responsible for the submission of an application. The applicant must be the actual owner of the property for which an application is submitted, or shall be a duly authorized representative of the property owner. Also see *Developer*.

Application (also Development Application, Plat Application). The package of materials, including but not limited to an Application Form, a Plat, completed checklist, Tax Certificate, Construction Plans, special drawings or studies, and other informational materials, that is required by the City to initiate City review and approval of a development project.

Application Form. The written form (as provided by and as may be amended by the City) that is filled out and executed by the Applicant and submitted to the City along with other required materials as a part of an application.

Application, Complete. See *Complete Application.*

Approval. Approval constitutes a determination by the official, board, commission or City Council responsible for such determination that the application is in compliance with the minimum provisions of this Ordinance. *NOTE:* Such approval does not constitute approval of the engineering or surveying contained in the plans, as the design engineer or surveyor that sealed the plans is responsible for the adequacy of such plans.

Arterial Street. See *Thoroughfare, Major or Minor*.

Block. A grouping of residential lots (and their alleys) that are partially or fully surrounded by one or more streets. A block consists of one or two tiers of lots. Lots that are separated by an alley are in the same block, but lots that are separated by a street are in different blocks.

Buffer. An area of permanent native vegetation that is adjacent to a water course and/or wetland that is managed to maintain the integrity of the water course and/or wetland to reduce the impact of upland sources by:

a. Trapping, filtering and converting pollutants;

b. Reducing sediment loads;

c. Reducing runoff velocity;

d. Stabilize stream banks and wetland edges;

e. Reduce water temperatures; and

f. Provide habitat for urban wildlife.

Building. Any structure intended for shelter, occupancy, housing or enclosure for persons, animals or property. When separated by dividing walls without openings, each portion of such structure so separated shall be deemed a separate building.

Building Line. A line parallel, or approximately parallel, to any front lot line at a specific distance therefrom, marking the minimum distance from the front lot line that a building may be erected.

Building Permit. An official certificate issued by the City through the Chief Building Official that indicates conformance with or approved conditional waiver from City regulations and authorizes construction of buildings or other described construction on the premises for which it is issued.

Centerline, Streets or Alleys. An imaginary line erected midway between the bounding right-of-way lines of a street or alley. Where the bounding right-of-way lines are irregular, the centerline is to be determined by the Director of Engineering Services.

Certificate of Occupancy. An official certificate issued by the City through the Chief Building Official that indicates conformance with or approved conditional waiver from City regulations and authorizes legal use of the premises for which it is issued; may be referred to as an Occupancy Permit.

Chief Building Official. The person(s) so designated by the Director of Development Services to provide oversight for and have responsibility of the Building Inspections Division of the Development Services Department; such official issues Building Permits and Certificates of Occupancy and enforces the Zoning Ordinance, Building Code, and any applicable provisions of this Subdivision Ordinance. This term shall also include any designee of the Chief Building Official.

City. The City of Frisco, Texas, unless otherwise specified in the regulation.

City Attorney. The person(s) so designated by the City Council to provide oversight for and have legal responsibility for the City. This term shall also include any designee of the City Attorney.

City Council. The elected body that governs the City under State law and City Charter and that is duly authorized to operate in the manner prescribed by City ordinances and resolutions. The term *City Council* as used within this Subdivision Ordinance shall mean the City Council of the City of Frisco.

City Engineer. See *Director of Engineering Services*.

City Manager. The person(s) so designated by the City Council, or the City Manager's designee.

City Planner. See *Director of Development Services*.

Collector Street. Those streets which carry traffic from local streets to major thoroughfares and freeways. Such streets shall also be as described within the Comprehensive Plan and the *Engineering Standards*. Also may be referred to as a *Type C Thoroughfare* or *Type D Thoroughfare*.

Commenced/Commencement. Refers to the beginning of the development (or construction) of a subdivision; the initial disturbance of soils associated with clearing, grading, or excavating activities.

Commission. The Planning & Zoning Commission of the City of Frisco. See *Planning & Zoning Commission*.

Complete Application. An application that meets the standards of this Subdivision Ordinance, and has been deemed complete by the City in accordance with Section 3.03 of this Ordinance and the Texas Local Government Code, Chapter 245, or successor statute.

Comprehensive Plan. The City's officially Comprehensive Plan which includes policies, in written and graphic form, on (but not limited to) thoroughfares, land use, parks, open space, hike and bicycle trails, and other facets of the City's physical form; such policies govern the future development of the City and consist of various components governing specific geographic areas, functions, and services of the City.

Construction. See *Development*.

Construction Plans. The drawings and technical specifications that conform to this Ordinance and all other applicable ordinances of the City. Construction Plans, including bid documents, contract conditions, and escrow agreements, where applicable, provide a graphic and written description of the character and scope of the work to be performed in construction of a development.

Conveyance Plat. See *Plat, Conveyance*.

Construction Release. Official authorization by the City, through the Director of Engineering Services, that indicates conformance with City regulations and authorizes construction of improvements or other described construction, in conformance with approved Construction Plans, on the premises for which it is given.

Corner Lot. See *Lot, Corner*.

Cul-De-Sac. Cul-de-sac shall mean a *Local Street* (see definition) having only one vehicular access to another street and terminated by a vehicular turn-around.

Day, Business. Shall be defined as Monday through Friday, excluding City-recognized holidays.

Day, Calendar. Each day of a particular calendar year.

Dead End Street. Dead end street shall mean a street, other than a cul-de-sac, with only one outlet.

Deed Restriction. A limitation on the use of land set forth or referred to in the title deed of such land. Such limitations run with the land and are binding upon present and subsequent owners of the land. Deed restrictions are not enforced by the City.

Developer. A person or entity, limited to the property owner or duly authorized representative thereof, who proposes to undertake or undertakes the division or improvement of land and/or other activities covered by this Subdivision Ordinance so as to constitute a *subdivision*, including the preparation of a plat showing the layout of the land and the public improvements involved therein. The word *developer* is intended to include the terms *subdivider*, *property owner*, and, when submitting platting documents, *applicant*.

Development. Any activities related to the platting or physical subdivision of land including the construction, reconstruction, conversion, or enlargement of buildings or structures; the construction of impervious surfaces (e.g., parking lots); the installation of utilities, roadways, drainage facilities or other infrastructure; or any disturbance of the surface or subsurface of the

land in preparation for such construction activities, including grading, drainage, storage, paving, clearing, filling, and/or removal of vegetation or soil, and any mining, dredging, excavation or drilling operations.

Development Agreement. An agreement authorized and in accordance with Section 212.172 of the Texas Local Government Code between the City and a property owner within the City or in the ETJ.

Development Application. An application for any type of plat or construction plan/drawing authorized or addressed by this Subdivision Ordinance. Also may be referred to as a *permit* within the Texas Local Government Code, Chapter 245.

Development Plat. See *Plat, Development*.

Director of Engineering Services. The person(s) so designated by the City Manager to provide oversight for and have responsibility of the Engineering Services Department; as used for responsibility and review purposes within this Subdivision Ordinance, this term shall also include any designee of the Director of Engineering Services.

Director of Parks & Recreation. The person(s) so designated by the City Manager to provide oversight for and have responsibility of the Parks & Recreation Department; as used for responsibility and review purposes within this Subdivision Ordinance, this term shall also include any designee of the Director of Parks & Recreation.

Director of Development Services. The person(s) so designated by the City Manager to provide oversight for and have responsibility of the Development Services Department; as used for responsibility and review purposes within this Subdivision Ordinance, this term shall also include any designee of the Director of Development Services.

Director of Public Works. The person(s) so designated by the City Manager to provide oversight for and have responsibility of the Public Works Department; as used for responsibility and review purposes within this Subdivision Ordinance, this term shall also include any designee of the Director of Public Works.

Double-Frontage Lot. See *Lot, Double Frontage*.

Driveway. A paved entranceway serving primarily vehicles that allows for access to a lot or facility, and is intended for vehicular movements between the roadway and any portion outside the street right-of-way.

Easement. A right granted to the City, to the public generally, and/or to a private entity for the purpose of limited public or semi-public use across, over, or under private land.

Engineer. A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas. (Also known as *Professional Engineer*, *Registered Engineer*, *Registered Professional Engineer*, or *Licensed Engineer*.)

Engineering Standards. A document adopted by City Council by resolution or ordinance, which is intended to establish standards for the design and construction of public facilities.

ETJ. See *Extraterritorial Jurisdiction*.

Exemption. A specified reason why a particular development is not subject to the requirements to plat or to a specific provision of this Ordinance.

Extraterritorial Jurisdiction (ETJ). The unincorporated area, not a part of any other municipality, which is contiguous to the corporate limits of the City, the outer limits of which are measured from the extremities of the corporate limits of the City outward for the distance as stipulated in Chapter 42 of the Texas Local Government Code, according to the population of the City, and in which area the City may regulate subdivisions and enjoin violation of provisions of this Subdivision Ordinance.

Facility(s). Infrastructure and other structures that support a development including, but not limited to, water distribution lines, sanitary sewer collection lines, storm sewer lines and other storm water management devices, thoroughfares, sidewalks, private utilities, etc.

Fence, Ornamental Metal. A decorative metal (such as "wrought iron") fence that shall be constructed of solid stock materials or tubular steel with minimum 16-guage pickets, 11-guage posts, and masonry support columns at maximum thirty feet (30') on center. Shall not include "chain link" type fencing.

File/Filed/Filing. See *Official Filing Date* and *Submission.*

Final Plat. See *Plat, Final*.

Fire Chief. The person(s) so designated by the City Manager to provide oversight for and have responsibility of the Fire Department; as used for responsibility and review purposes within this Subdivision Ordinance, this term shall also include any designee of the Fire Chief.

Fire Lane. See definition in the City's adopted Fire Code.

Flag Lot. See *Lot, Flag*.

Front Lot Line. See *Lot Line, Front*.

Habitat Study. A study in which the main purpose is the identification and protection of declared, critical habitat for threatened or endangered species and habitat used for nesting by birds listed in the Migratory Bird Treaty Act (MBTA).

Hike & Bicycle Trail Master Plan. The City's officially adopted Plan which includes policies in graphic and text form; such policies govern the future development of the City's hike-and-bike trail system.

Homeowners' Association (HOA). A community association which is organized within a development in which individual owners share common interests and responsibilities for open space, landscaping, amenities or facilities, and which operates under recorded land agreements. This term also includes Property Owners' Associations (POAs) and Property Management Corporations (PMCs) which are more typically formed for multi-family and nonresidential developments.

Improvement. Any man-made fixed item which becomes part of or placed upon real property.

Improvement Agreement. A legally binding document that is required by this Ordinance under Section 5.04 whenever public improvements to serve a development are deferred until after Final

Plat approval and recordation. Such document outlines the developer's acknowledged responsibility to complete and warranty improvements and to provide financial security for such improvements.

Improvement, Public. Any improvement, facility or service together with its associated public site, right-of-way or easement necessary to provide transportation, storm drainage, public or private utilities, parks or recreational, energy or similar essential public services and facilities, for which the City ultimately assumes the responsibility, upon a Letter of Final Acceptance being issued, for maintenance, operation and/or ownership.

Interior Lot. See *Lot, Interior*.

iSWM. The acronym for integrated Storm Water Management, which is a guide for the construction and design of developments. This guide is intended to help mitigate the impact of developments on storm water runoff by considering such runoff during early site planning and design phases. This guide was created by the North Central Texas Council of Governments (NCTCOG).

Key Lot. See *Lot, Key*.

Local Street. A street that is intended to provide a high level of access to adjacent developments and, generally, a low level of mobility. Such streets shall also be as described within the Comprehensive Plan and *Engineering Standards*.

Lot. An undivided tract or parcel of land that is or may be offered for sale, conveyance, or improvement and is occupied or intended to be occupied by a building or group of buildings. A lot has its principal frontage on a public street or officially approved private street, as shown on a plat of record or described by metes and bounds.

Lot, Corner. A lot which has at least two adjacent sides abutting for their full lengths on a street, provided that the interior angle at the intersection of such two (2) sides is less than one hundred thirty-five degrees (135°).

Lot Depth. The horizontal distance measured perpendicularly between two points on the front lot line and two points on the rear lot line which creates an area that meets (or exceeds) the zoning district's minimum width and depth requirements. Lot depth shall not include easements which are located behind the front building line that impair the use of the lot surface as a yard.

Lot, Double Frontage. A lot having a frontage on two (2) non-intersecting streets, as distinguished from a corner lot.

Lot, Flag. A lot having access to a street by means of a parcel of land having a depth greater than its frontage, and having a width less than the minimum required lot width. May also be referred to as a Panhandle Lot. (See Diagram 8.09-1)

Lot, Interior. A lot other than a corner lot.

Lot, Key. A corner lot that is designed such that the lots located directly behind it face the side street of the corner lot and are not separated by an alley.

Lot Frontage. That dimension of a lot or portion of a lot abutting on a street, excluding the side dimension of a corner lot.

Lot Line, Front. The narrower side of the lot abutting a street. Where two (2) lot lines abutting streets are of equal length, the owner shall have a choice in designating which shall be designated as the *Front Lot Line*, and therefore the lot frontage. For a lot which has a boundary line which does not abut the front street line, is not a rear lot line and lies along the same general directional orientation as the front and rear lot lines, said line shall be considered a front lot line in establishing minimum setback lines. (see Zoning Ordinance, Article VI, Appendix 1, Illustration #10).

Lot Line, Rear. The lot line farthest from and most parallel to the front lot line. For triangular lots, the point opposite the front lot line shall be considered the rear lot line and have a value of zero. (see Zoning Ordinance, Article VI, Appendix 1, Illustration #12)

Lot Line, Side. Any lot line not the front or rear lot line.

Lot Lines. The lines bounding a lot as defined herein. May also be referred to as a *Property Line*.

Lot of Record. A lot which is part of a subdivision, the plat of which has been recorded in the office of the County Clerk of Collin or Denton County or a lot subdivided by metes and bounds description prior to February 1984.

Lot Width. The horizontal distance measured between side lot lines parallel to the front lot line, and measured from the point on the building line that is closest to the front lot line. (see Zoning Ordinance, Article VI, Appendix 1, Illustration #10)

Major Creek. The term Major Creek shall include the primary channel and all headwaters (i.e., tributaries as defined by the City's Riparian and Wetland Assessment, as it exists or may be amended) of those creeks commonly known as Cottonwood Creek, Panther Creek, Parvin Branch, Rowlett Creek, White Rock Creek, and Stewart Creek (See Diagram 8.03-1).

Major Thoroughfare. See *Thoroughfare, Major*.

Maximum. For the purposes of this Ordinance, "the maximum" is the amount that is required by this ordinance of a developer but a developer may choose to construct or provide less than the maximum, unless otherwise specified.

Metes and Bounds. A method of describing the boundaries of land by directions and distances from a known point of reference.

Minimum. For the purposes of this Ordinance, "the minimum" is the amount that is required of a developer but a developer may choose to construct or provide additionally above the minimum required, unless otherwise specified.

Minor Plat. See *Plat, Minor*.

Minor Thoroughfare. See *Thoroughfare, Minor*.

MS4. The acronym for the City's Municipal Separate Storm Sewer System.

Off-Site. Any premises not located within the area of the property to be subdivided, whether or not in common ownership with the applicant submitting an application.

Official Filing Date. The date an application is deemed complete by the responsible official in the manner prescribed by Section 3.03 of this Subdivision Ordinance.

Open Space. Any land parcel or natural area that is set aside, dedicated, designated or reserved for public use and enjoyment, or for private use and enjoyment of owners and occupants of the land adjoining or neighboring such open space area. Open Space shall have no dimension less than fifty feet (50') in any direction, and shall not include remnant property unless it is noted for thoroughfare screening or natural areas where the topography is not impacted, in which case it may be less than fifty feet (50') in width.

Ordinance (also referred to as "this Ordinance"). Refers to this Subdivision Ordinance of the City, as may be amended in the future.

Park or Playground. An area developed for active or passive play and recreation that includes open space, sports courts or fields, play equipment, and trails.

Parks, Recreation & Open Space Master Plan. The City's officially adopted Plan which includes policies in graphic and text form; such policies govern the future development of the City's parks, recreation and open space system.

Pedestrian Access. A specifically designated place, path, means, or way by which pedestrians shall be provided safe, adequate, and usable circulation through the interior of a property or development.

Permit. A license, certificate, approval, registration, consent, permit, contract or other agreement for the construction or provision of service from a utility owned, operated, or controlled by the City, or other form of authorization required by law, rule, regulation, order, or ordinance, which has been approved by the City, that a person or entity must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought, and for which the application for the permit or information required to be submitted for consideration provides notice of the project to the City.

Planning & Zoning Commission. A decision-making body appointed by the City Council which is responsible for subdivision approval, as permitted by State law, and which has any other authority conferred upon it by the City Charter, this Ordinance, or other regulation of the City.

Plat. A plan which shows the exact layout and proposed construction of a proposed development into one or more lots, blocks, streets, parks, school sites, easements, alleys and/or any other elements as required by this Ordinance, including any engineering or construction standards for related improvements, and which conforms to all requirements of this Ordinance and any other applicable City ordinance, and which is subject to approval by the Planning & Zoning Commission, unless otherwise specified.

Plat, Amending. A plat with minor changes to a recorded subdivision as itemized and authorized in Section 4.08 of this Ordinance.

Plat, Conveyance. A plat which conforms to Section 4.04 of this Subdivision Ordinance and is used solely for the purpose of subdividing land and the recording of same, or recording a single existing lot or parcel created by other means. Such plat is used to convey the property or interests therein and is for property intended for immediate development. A Conveyance Plat is an interim step in the subdivision and development of land.

Plat, Final. A plat which conforms to Section 4.03 of this Subdivision Ordinance and is submitted to the City for consideration for final approval by the Planning & Zoning Commission. The plat illustrates that the subdivision of land is consistent with all standards of this Subdivision Ordinance pertaining to the adequacy of public facilities and the installation of or provision for public improvements. Once approved, such plat is submitted to the County Clerk of Collin or Denton County, as applicable, for recording.

Plat, Minor. A plat dividing land into no more than four (4) lots that meets the submission and approval requirements of Section 4.05 of this Ordinance. Such plat may be approved by the Director of Development Services. Such plat is also considered a Final Plat.

Plat, Preliminary. A plat which conforms to Section 4.02 of this Subdivision Ordinance and is submitted to the City for consideration for initial approval by the Planning & Zoning Commission. Such plat is not to be recorded, but illustrates the general layout of a proposed subdivision, the adequacy of public facilities needed to serve the proposed subdivision, and the overall compliance of the applicable requirements of this Ordinance. Such plat is reviewed and decided prior to approval of a Final Plat.

Private Street. See *Street, Private*.

Private Utility. See *Utility, Private*.

Progress (Towards Completion). Shall have the same meaning set forth in Section 245.005(c) of the Texas Local Government Code, as it exists or may be amended, unless another meaning is specified.

Project. An endeavor over which the City exerts its jurisdiction and for which more than one permit is required to initiate, continue, or complete the endeavor.

Property Owner. The legally recognized proprietor of the land for which an application is being submitted. Also see *Developer*.

Proportionality/Proportional Share. The developer's portion of the costs of an exaction or public improvement as determined and in accordance with Texas Local Government Code 212.904 and considered to be the "roughly proportional share" of such exaction or public improvement that is created by a proposed development or subdivision.

Public Improvement. See *Improvement, Public*.

Public Way. An officially approved, privately maintained street, constructed to City street standards, open to unrestricted and irrevocable public access, serving two (2) or more lots that provides the primary means of access and providing fire lane and utility easements.

Rear Lot Line. See *Lot Line, Rear*.

Record Drawings. A group of drawings or plans that depicts the final configuration of the installed or constructed improvements of a development, improvements which have been verified by the contractor as their installation or construction occurs during development. The record drawings shall reflect the construction plans (or working drawings) used, corrected, and/or clarified in the field.

Replat. The re-subdivision of any or part or all of any block or blocks of a previously platted subdivision, addition, lot or tract, that is beyond the definition of an Amending Plat and which does not require the vacation of the entire preceding plat. Such plat also conforms to Section 4.07 of this Subdivision Ordinance. A Replat can function as a Final Plat for a property.

Responsible Official. The City staff person who has been designated by the City Manager to perform one (1) or more of the following tasks (this term also includes designees):

(a) Accept an application for filing;

(b) Review and make recommendations concerning such application;

(c) Where authorized, to initially decide such applications;

(d) Initiate enforcement actions;

(e) Take all other actions necessary for administration of the provisions of this Subdivision Ordinance with respect to such application.

Right-of-Way. A use of land dedicated by plat or metes and bounds to and for use by the public, which is separate and distinct from the lots and parcel abutting it, and which is not included within the dimensions or areas of such lots or parcels. Generally describes an area used for the provision of streets and utilities. Unless otherwise specified, the term *right-of-way* shall refer to a public right-of-way.

Riparian Study. An ecologically based study that addresses the three major components of a stream (channel, floodplain and transitional upland fringe).

Road, or Roadway. See *Street*.

Screening. A barrier intended to separate and limit visibility between that which is on either side of the barrier, for example, a thoroughfare and adjacent land uses.

Side Lot Line. See *Lot Line, Side*.

Street. An access way for vehicular traffic and other public uses, whether designated a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated. An alley is not considered a street.

Street, Improved. A street that has been constructed or reconstructed to meet the City's minimum standards regarding right-of-way width, pavement width, and/or pavement type, as defined in the *Engineering Standards*.

Street, Private. A privately owned street within a subdivision for which the private owners assume full responsibility for maintenance and control and which has not been dedicated to the use of the public. This term is inclusive of related alleys.

Street, Stub. A street that has been designed to allow for the future extension of the street through subsequent subdivisions.

Street, Substandard. An existing street that does not meet the current minimum street standards of the City.

Street, Unimproved. A street that does not meet the City's minimum standards regarding right-of-way width, pavement width, and/or pavement type, as defined in the *Engineering Standards*. Most unimproved streets are former country roads that were built before an area was annexed into the City limits and/or before the City implemented thoroughfare design standards.

Subdivide.

(a) Is the following when done for the purpose of sale, conveyance, or development:

i. The division of any tract of land into two (2) or more tracts or lots; or

ii. The assembly of two (2) or more tracts of land into one tract or lot.

(b) Is the following with regard to changes to a recorded subdivision plat:

i. A resubdivision of all or part of the subdivision;

ii. Any change of lot size or lot lines; or

iii. The relocation of any street.

Subdivider. See *Developer*.

Subdivision. The division of a tract or parcel of land into two or more parts or lots for the purpose, whether immediate or future, of sale or building development or transfer of ownership with the exception of transfer to heirs of an estate, and shall include re-subdivision.

Submission. The date an applicant delivers an application or petition under this Ordinance to the Director of the applicable City Department, or the date on which an applicant deposits an application or petition with the United States Postal Service by certified mail addressed to the Director of the applicable City Department, along with all required fees and documents.

Substandard. A condition of a road or other public improvement that does not meet the City's current right-of-way, design, capacity or construction standard(s).

Surety. A bond, letter of credit, or letter of financial guarantee from a financial institution.

TCEQ. The acronym for the Texas Commission on Environmental Quality.

Thoroughfare. A general term for a street (see Street), which has a more specific meaning when used in conjunction with a class distinction, such as Major, Minor, Type A, Type B, etc. Each class provides a certain degree of continuity, capacity and accessibility to adjacent land uses.

Thoroughfare, Major. An arterial street designed to accommodate cross-City traffic movement, distributing traffic to and from minor thoroughfares and collector streets. Major Thoroughfares are divided roadways that typically have an ultimate width of six lanes. Such streets shall also be as described within the *Engineering Standards*, and as shown on the Thoroughfare Plan Map. Also is referred to as a Type A Thoroughfare.

Thoroughfare, Minor. An arterial street designed to accommodate neighborhood-to-neighborhood (intra-City) traffic movement, distributing traffic to and from collector streets. Minor Thoroughfares are divided roadways that typically have an ultimate width of four lanes. Such streets shall also be as described within the *Engineering Standards*, and as shown on the Thoroughfare Plan Map. Also is referred to as a Type B Thoroughfare.

Thoroughfare Plan Map. A component of the Comprehensive Plan that generally represents the proposed grid-system of major and minor thoroughfares that will support the Future Land Use Plan. The exact locations of future roadways cannot be determined without engineering and environmental analysis, but the Map should be used as a guide as development occurs in terms of how connections should be made and by what type of thoroughfare. The Thoroughfare Plan Map also shows existing railroads and proposed transit rail stations.

Thoroughfare Screening. Screening (see definition), both landscaping and screening walls/fences, between lots/subdivisions and major thoroughfares as required by Section 8.06 of this Ordinance.

Tributary. A riparian branch that feeds (i.e., flows into) a Major Creek, as identified and defined in the City's Riparian Study, as amended.

TxDOT: The acronym for the Texas Department of Transportation.

Type A Thoroughfare. See *Thoroughfare, Major*.

Type B Thoroughfare. See *Thoroughfare, Minor*.

Type C Thoroughfare. See *Collector Street*.

Type D Thoroughfare. See *Collector Street*.

Type E Thoroughfare. See *Local Street*.

Type F Thoroughfare. See *Local Street*.

Type G Thoroughfare. See *Local Street.*

Utility, Private. Services, and any related facilities (e.g., distribution lines), not customarily provided by the City or public entities; such services generally include electricity, natural gas, and telecommunications.

Utility, Public. Services, and any related facilities (e.g., distribution lines), typically provided by the City, County, or publicly owned entity; such services include potable water distribution, wastewater collection, and storm water management.

Variance. As defined in the Zoning Ordinance.

Vegetative Study. A study in which the main purpose is identification and consideration of unique vegetative communities that are important for conserving biotic diversity and are rare due to conversion to other land uses.

Vested Right. A right of an applicant in accordance with Chapter 245 of the Texas Local Government Code, as amended, requiring the City to review and decide the application under standards in effect prior to the effective date of the standards of this Chapter and/or of any subsequent amendments.

Vested Rights Petition. A request for relief from any standard or requirement of this Subdivision Ordinance based on an assertion that the applicant (petitioner for relief) has acquired a vested right. Such petition is regulated under Section 9.03 of this Ordinance.

Violation. Any failure to fully comply with this Subdivision Ordinance.

Waiver, Major (Major Waiver). A significant change to both the standards and intent of this Subdivision Ordinance, which involves Planning & Zoning Commission approval. A Major Waiver includes any type of waiver that is not specifically listed in Table 9.01-1.

Waiver, Minor (Minor Waiver). A minor change to the standards, but not the intent, of this Subdivision Ordinance, which involves Director of Development Services or Director of Engineering Services (as applicable) approval unless otherwise noted. An exclusive list of Minor Waivers is shown in Table 9.01-1.

Wetland. An area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

Wetland Delineation Study. A study in which the main purposes are to determine jurisdictional wetlands and to ensure compliance with Section 404 of the Clean Water Act and other applicable regulations of the U.S. Army Corps of Engineers.

Zoning Ordinance. The City of Frisco *Zoning Ordinance*.

SECTION 11: AMENDMENTS; FEES; VIOLATIONS; CONFLICTS

SECTION 11.01 AMENDMENTS

The Commission or City Council by majority vote may initiate changes to the Subdivision Ordinance through a call for public hearing. The case to consider amending the Subdivision Ordinance is considered in a public hearing by the Commission which will make a recommendation to City Council. City Council will consider the Commission's recommendation at a public hearing, upon which the City Council will make a decision whether to direct staff to prepare an Ordinance amending the Subdivision Ordinance.

SECTION 11.02 FILING FEES & CHARGES

(a) **General.** Fees shall be paid to the City when any application authorized by this Ordinance is submitted to Development Services. Each of the fees, as provided in Section 11.02(b), shall be paid in advance, and no action of the Commission, the City Council, or any other City board or commission shall be valid until all required fees have been paid. Fees paid for the review and consideration of plats and applications under this Ordinance are non-refundable.

(b) **Calculations & Charges.** Fees and charges shall be calculated in accordance with the following.

(1) All fees shall be as established by City ordinance.

(2) These fees shall be charged on all plats and applications authorized by this Ordinance, regardless of the action taken by the decision-making authority and of whether the application is approved, denied or closed.

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Appendix – Diagrams & Tables

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Table 2.01-1: Responsible Officials, Initial Decision-Makers & Appellate Decision-Makers

Type of Application or Petition	Responsible City Official	Initial Decision-Maker	Appellate Decision-Maker	Further Appeal
Waiver of Right to 30-Day Action *Section 3.03(e)*	Director of Development Services	n/a	n/a	n/a
Extension of Plat Approval *Section 4.02(j)*	Director of Development Services	Director of Development Services	Planning & Zoning Commission	City Council
Preliminary Plat *Section 4.02*	Director of Development Services	Planning & Zoning Commission	City Council	n/a
Final Plat *Section 4.03*	Director of Development Services	Planning & Zoning Commission	City Council	n/a
Conveyance Plat *Section 4.04*	Director of Development Services	Planning & Zoning Commission	City Council	n/a
Minor Plat *Section 4.05*	Director of Development Services	Director of Development Services	Planning & Zoning Commission	City Council
Replat *Section 4.07*	Director of Development Services	Planning & Zoning Commission	City Council	n/a
Amending Plat *Section 4.08*	Director of Development Services	Director of Development Services	Planning & Zoning Commission	City Council
Plat Vacation *Section 4.09*	Director of Development Services	City Council	n/a	n/a
Construction Plans *Section 5.01*	Director of Engineering Services	Director of Engineering Services	n/a	n/a
Extension of Construction Plans Approval *Section 5.01(h)*	Director of Engineering Services	Director of Engineering Services	n/a	n/a
Construction Release *Section 5.01(i)*	Director of Engineering Services	Director of Engineering Services	n/a	n/a
Improvement Agreement *Section 5.04*	Director of Engineering Services	Director of Engineering Services	City Council	n/a

Type of Application or Petition	Responsible City Official	Initial Decision-Maker	Appellate Decision-Maker	Further Appeal
Minor Waiver *Section 9.01*	Director of Development Services --or-- Director of Engineering Services (as applicable)	Director of Development Services --or-- Director of Engineering Services (as applicable – see Table 9.01-1)	Planning & Zoning Commission (requires 4 votes to overrule initial decision)	City Council (requires 4 votes to overrule initial appeal decision)
Major Waiver *Section 9.01*	Director of Development Services --or-- Director of Engineering Services (as applicable)	Planning & Zoning Commission --or-- City Council (as applicable)	Planning & Zoning Commission --or-- City Council (as applicable; requires 4 votes to overrule initial decision)	City Council (requires 4 votes to overrule initial appeal decision)
Proportionality Appeal *Section 9.02*	Director of Engineering Services	City Council (with recommendation from Planning & Zoning Commission)	City Council (requires 4 votes to overrule initial decision)	n/a
Vested Rights Petition *Section 9.03*	Director of Development Services --or-- Director of Engineering Services (as applicable)	Director of Development Services --or-- Director of Engineering Services --or-- Planning & Zoning Commission (as applicable)	City Council	n/a

Diagram 8.01-1: Median & Cross Access

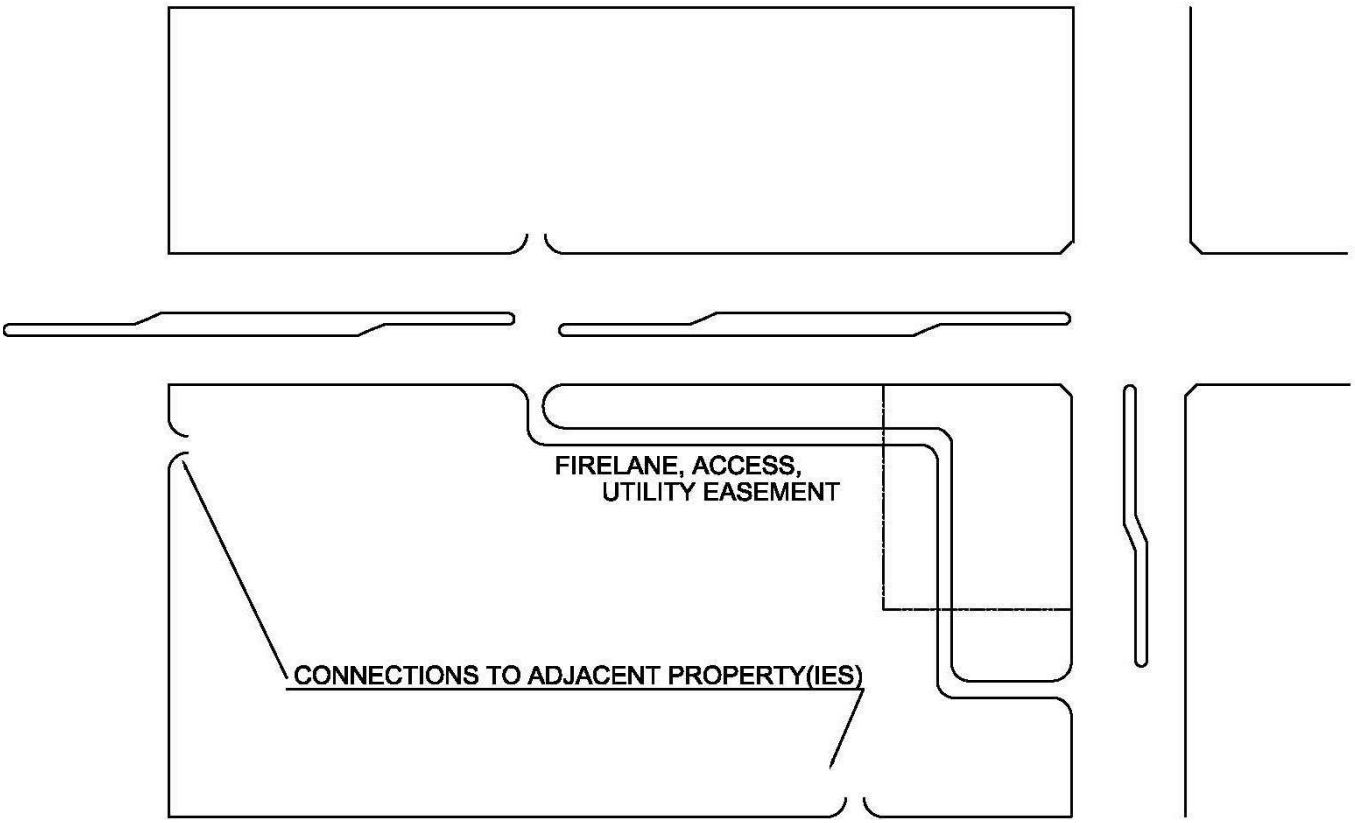


Diagram 8.03-1: Major Creeks – Map

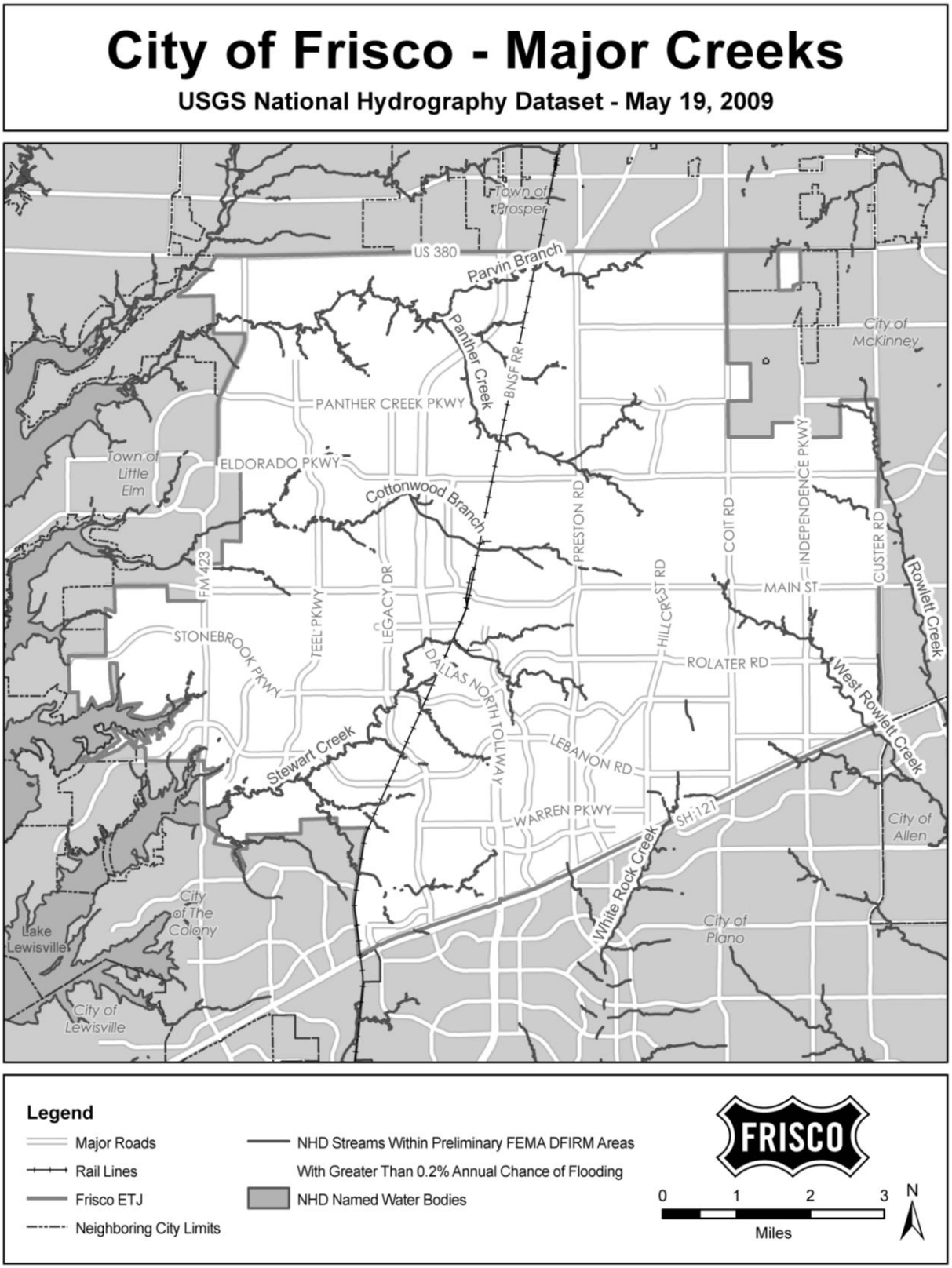


Diagram 8.03-2: Major Creek – Cross Section

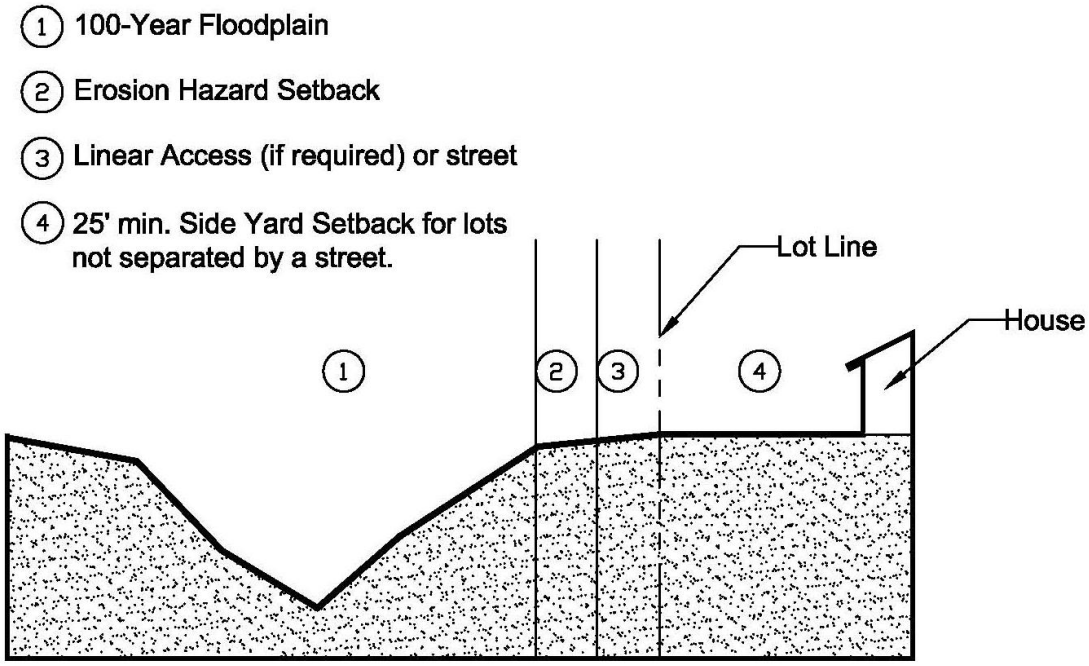


Diagram 8.03-3: Streets Adjacent to Major Creeks

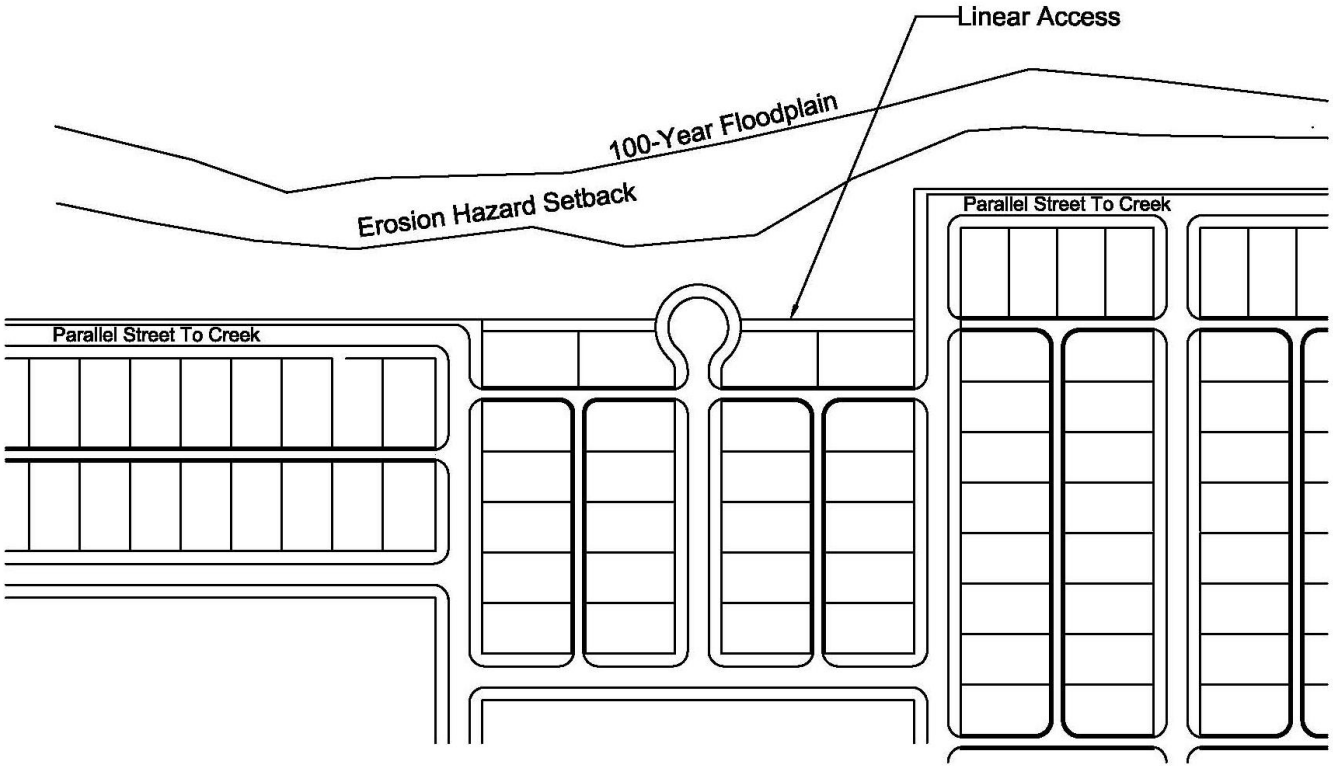
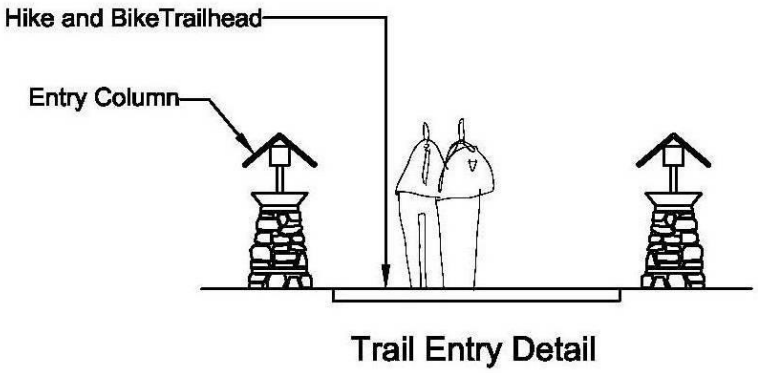


Diagram 8.03-4: Cul-de-Sacs Adjacent to Major Creeks



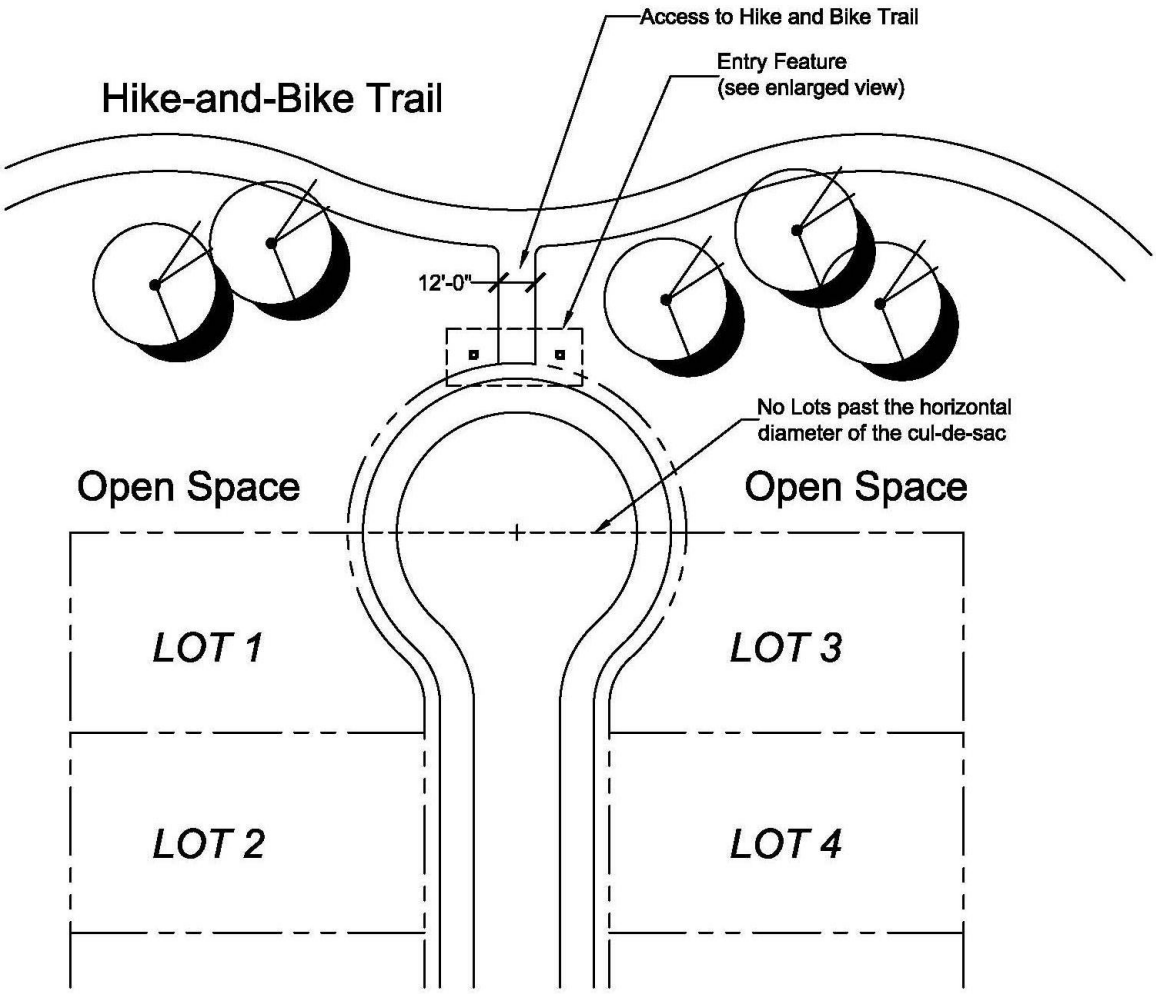


Diagram 8.03-5: Fencing Options for Lots Abutting Major Creeks

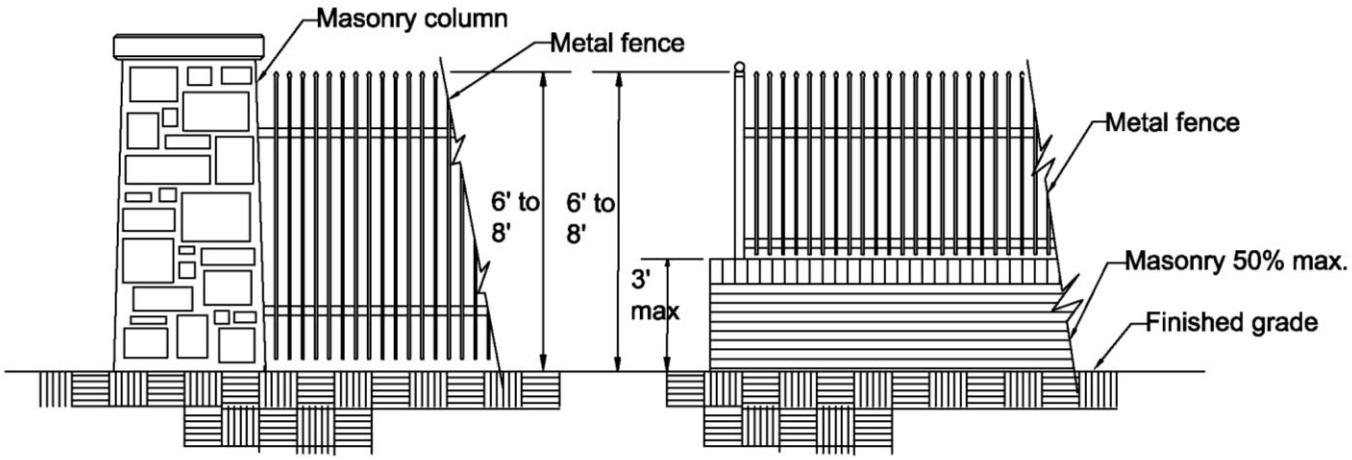


Table 8.06-1: Thoroughfare Screening Options

Thoroughfare Screening Option	Landscape Edge (minimum width)	Screening Wall/Fence Type	Trees/ Frontage (3" cal. min.)	Shrub Screen	Berms
Option 1 (Lots that back or side to the Thoroughfare) *Diagram 8.06-1*	Type A or B Thoroughfare: 10' Type C or D Thoroughfare: 15'	Continuous min. 6' ht. solid masonry wall (max. 8' ht.) (can be "staggered" or offset with landscape plantings)	One 3" cal. tree per 30' frontage	Not required	Not required (max. slope 3:1 if used)
Option 2 (Lots that are separated from the Thoroughfare by an alley) *Diagram 8.06-2(a), 8.06-2(b), 8.06-2(c)*	Type A or B Thoroughfare: 10' Type C or D Thoroughfare: 15'	(a) Continuous min. 4' ht. (max. 8' ht.) solid masonry wall with min. 6' ht. solid evergreen shrub screen, or (b) Continuous min. 4' ht. (max. 8' ht.) ornamental metal fence with min. 6' ht. solid evergreen shrub screen, or (c) Continuous min. 6' ht. (max. 8' ht.) solid masonry wall (no shrub screen required)	One 3" cal. tree per 30' frontage	Min. 6' ht. solid evergreen shrub screen at time of planting (not required if 6'-8' solid masonry wall is used)	Not required (max. slope 3:1 if used)
Option 3 (Lots that back or side to or are separated by an alley from the Thoroughfare) *Diagram 8.06-3*	Type A, B, C or D Thoroughfare: 25'	Min. 4' ht. (max. 6' ht.) ornamental metal fence	One 3" cal. tree per 30' frontage	Min. 6' ht. solid evergreen shrub screen at time of planting	Not required (max. slope 3:1 if used)
Option 4 (Required to be used at the bulb portion of a cul-de-sac where the cul-de-sac lots side onto an adjacent street) *Diagram 8.06-4(a), 8.06-4(b)*	Type A or B Thoroughfare: 10' Type C or D Thoroughfare: 15' Type E, F or G Thoroughfare: Not required (10' separation between rights-of-way is required)	All Types of Thoroughfares: A sidewalk centered on the common property line connecting the cul-de-sac sidewalk and adjacent street sidewalk through an opening in the fence/wall Type A, B, C & D Thoroughfares: See Screening for Options 1, 2, or 3 Type E, F, or G Thoroughfares: Continuous 4'-8' ht. ornamental metal fence (cannot exceed ht. of adjacent/connecting walls or fences).	Six (6) 3" cal. trees evenly spaced within 150' centered on the common property line.	Min. 3' ht. evergreen shrub screen at time of planting, planted at approximately 5' on center within a distance of 150' centered on the common property line.	Not required (max. slope 3:1 if used)

Diagram 8.06-1: Thoroughfare Screening Option 1

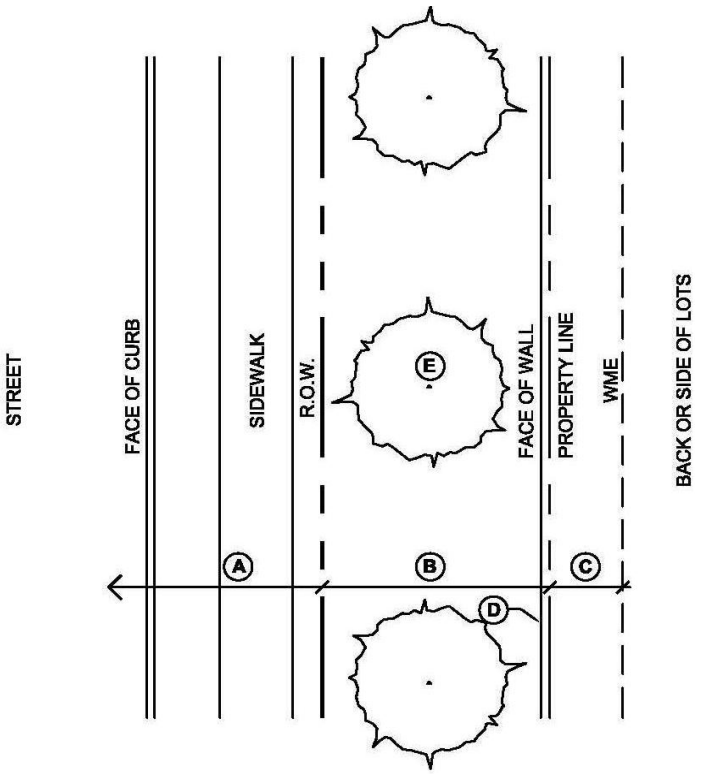
Ⓐ Right-of-Way (R.O.W.)

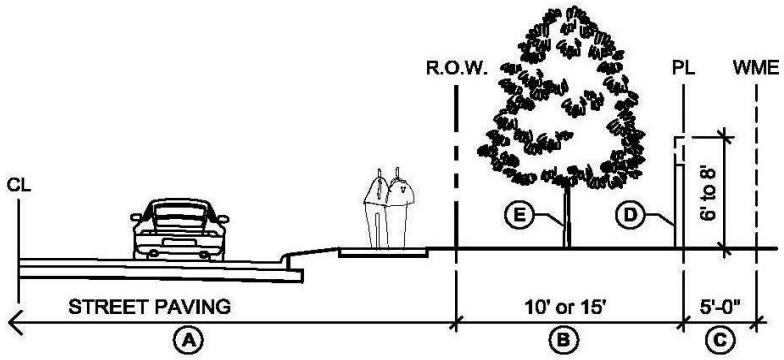
Ⓑ Landscape Edge -
Type A or B Thoroughfare = 10ft.
Type C or D Thoroughfare = 15ft.

Ⓒ 5ft. Wall Maintenance Easement (WME)

Ⓓ Continuous 6ft. to 8ft. Solid Masonry Wall (can be "staggered" or off-set with landscape plantings). Columns 9ft. max with capstones.

Ⓔ One 3 inch caliper tree per 30ft. of frontage.





OPTION 1

Diagram 8.06-2(a): Thoroughfare Screening Option 2(a)

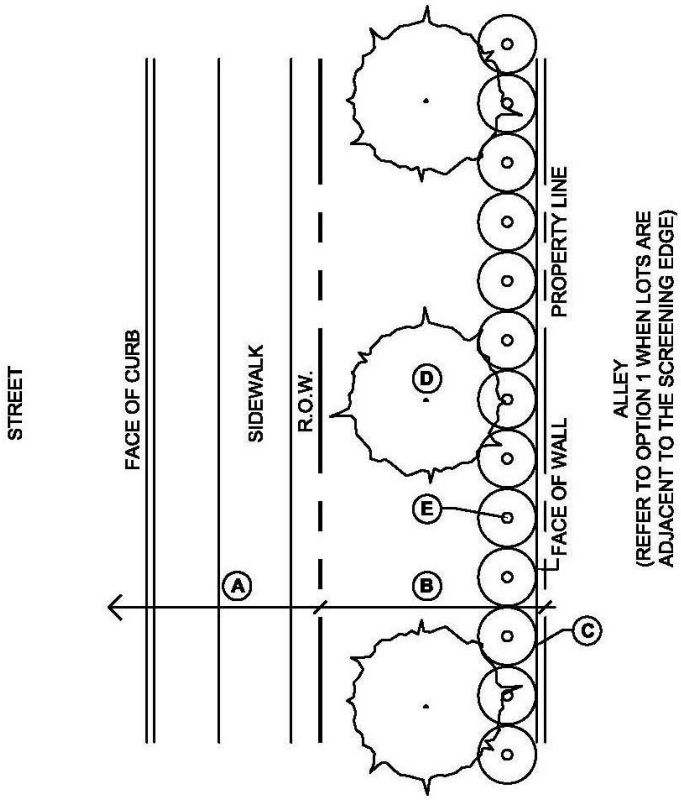
Ⓐ Right-of-Way (R.O.W.)

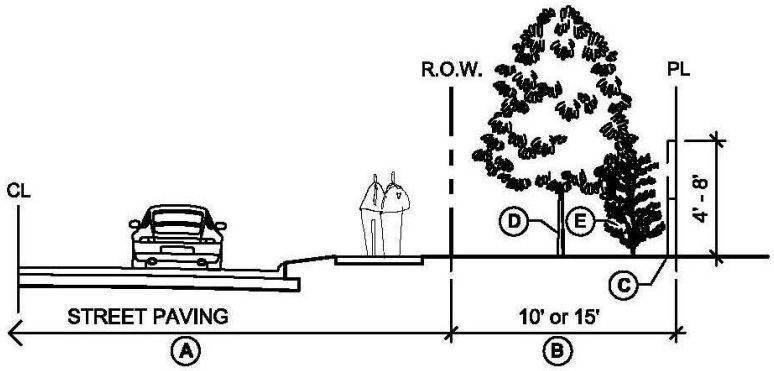
Ⓑ Landscape Edge -
Type A or B Thoroughfare = 10ft.
Type C or D Thoroughfare = 15ft.

Ⓒ Continuous 4ft. to 8ft. Solid Masonry Wall. Columns 9ft. max with capstones.

Ⓓ One 3 inch caliper tree per 30ft. of frontage.

Ⓔ 6ft. high solid evergreen shrub screen at time of planting (not required with 6'-8' masonry wall).





OPTION 2a

Diagram 8.06-2(b): Thoroughfare Screening Option 2(b)

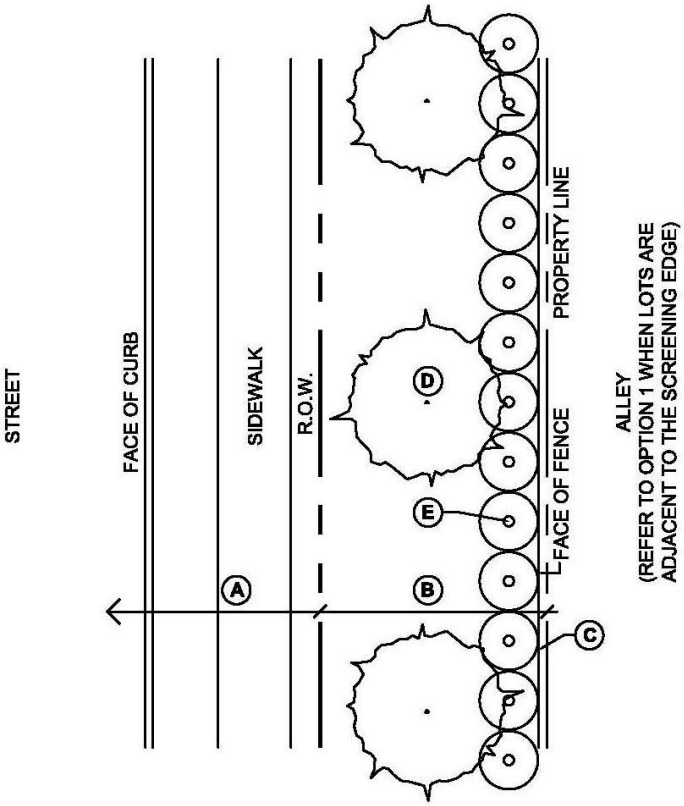
Ⓐ Right-of-Way (R.O.W.)

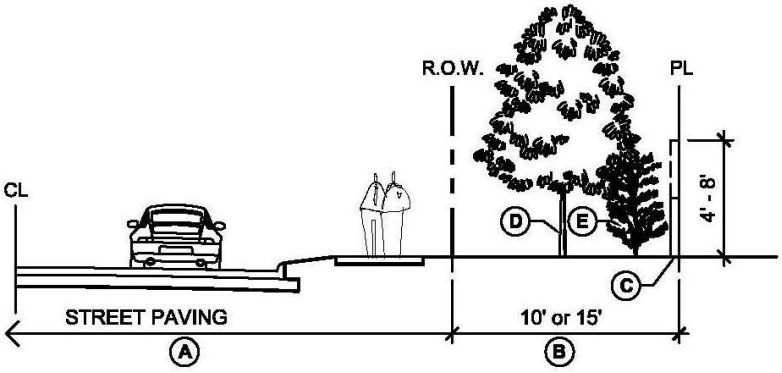
Ⓑ Landscape Edge -
Type A or B Thoroughfare = 10ft.
Type C or D Thoroughfare = 15ft.

Ⓒ Continuous 4ft. to 8ft. Ornamental Metal Fence. Columns 9ft. max with capstones.

Ⓓ One 3 inch caliper tree per 30ft. of frontage.

Ⓔ 6ft. high solid evergreen shrub screen at time of planting.





OPTION 2b

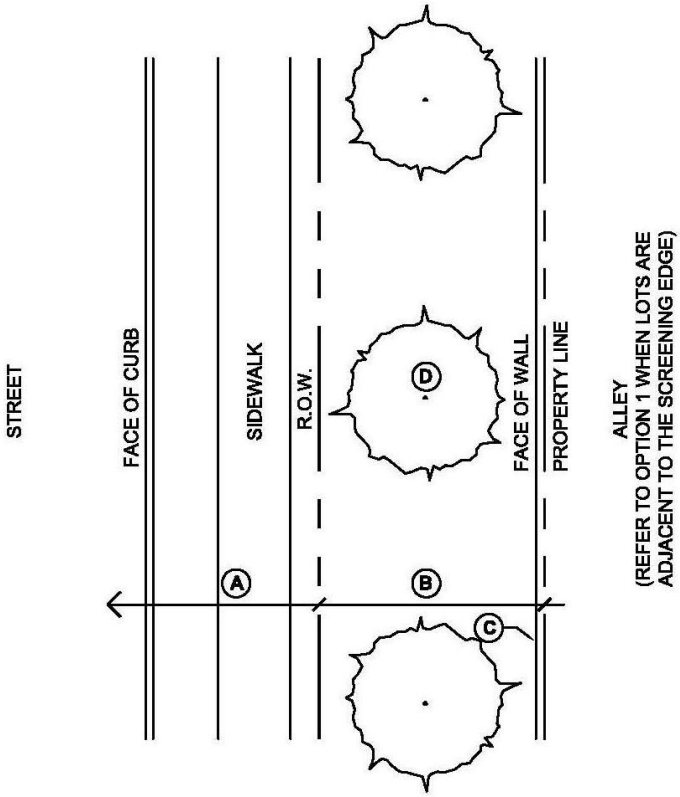
Diagram 8.06-2(c): Thoroughfare Screening Option 2(c)

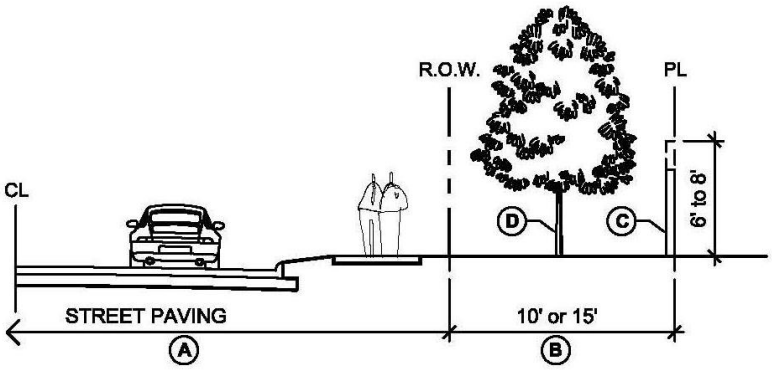
Ⓐ Right-of-Way (R.O.W.)

Ⓑ Landscape Edge -
Type A or B Thoroughfare = 10ft.
Type C or D Thoroughfare = 15ft.

Ⓒ Continuous 6ft. to 8ft. Solid Masonry Wall (can be "staggered" or off-set with landscape plantings). Columns 9ft. max with capstones.

Ⓓ One 3 inch caliper tree per 30ft. of frontage.





OPTION 2c

Diagram 8.06-3: Thoroughfare Screening Option 3

Ⓐ Right-of-Way (R.O.W.)

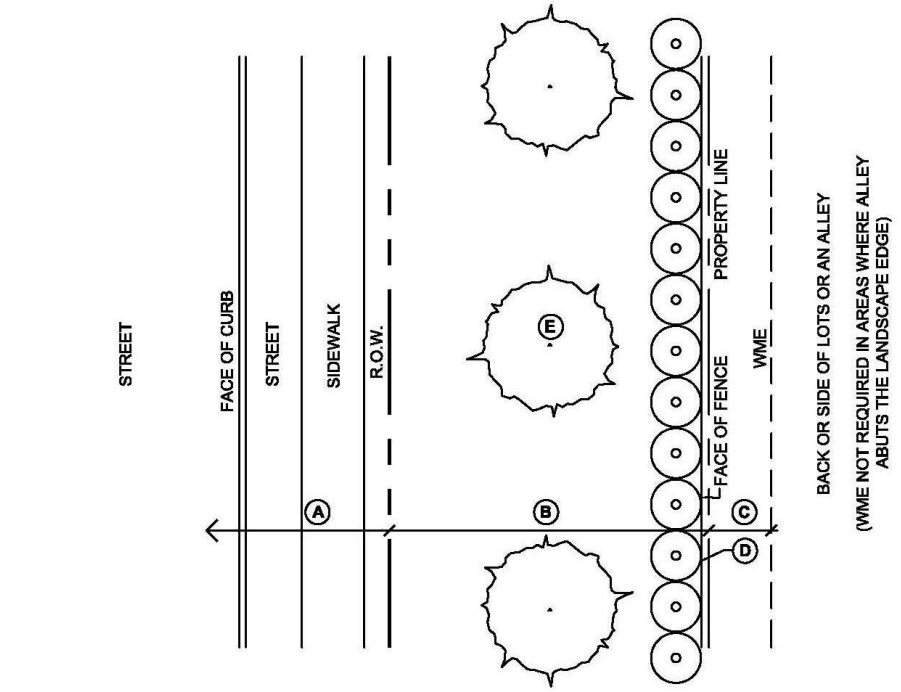
Ⓑ Landscape Edge -
Type A, B, C, D Thoroughfares = 25ft.

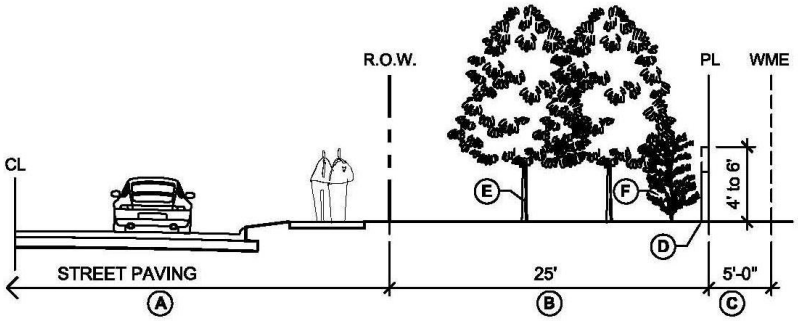
Ⓒ 5ft. Wall Maintenance Easement (WME)
(Not required if along alley).

Ⓓ Continuous 4ft. to 6ft. Ornamental Metal Fence. Columns 9ft. max with capstones.

Ⓔ One 3 inch caliper tree per 30ft. of frontage.

Ⓕ 6ft. high solid evergreen shrub screen at time of planting.





OPTION 3

Diagram 8.06-4(a): Thoroughfare Screening Option 4(a)

Ⓐ Right-of-Way (R.O.W.)

Ⓑ Landscape Edge -
Type A or B Thoroughfare = 10ft.
Type C or D Thoroughfare = 15ft.

Ⓒ 5ft. Wall Maintenance Easement (WME)

*Ⓓ Screening Wall or Fence to comply with Options 1, 2, or 3.

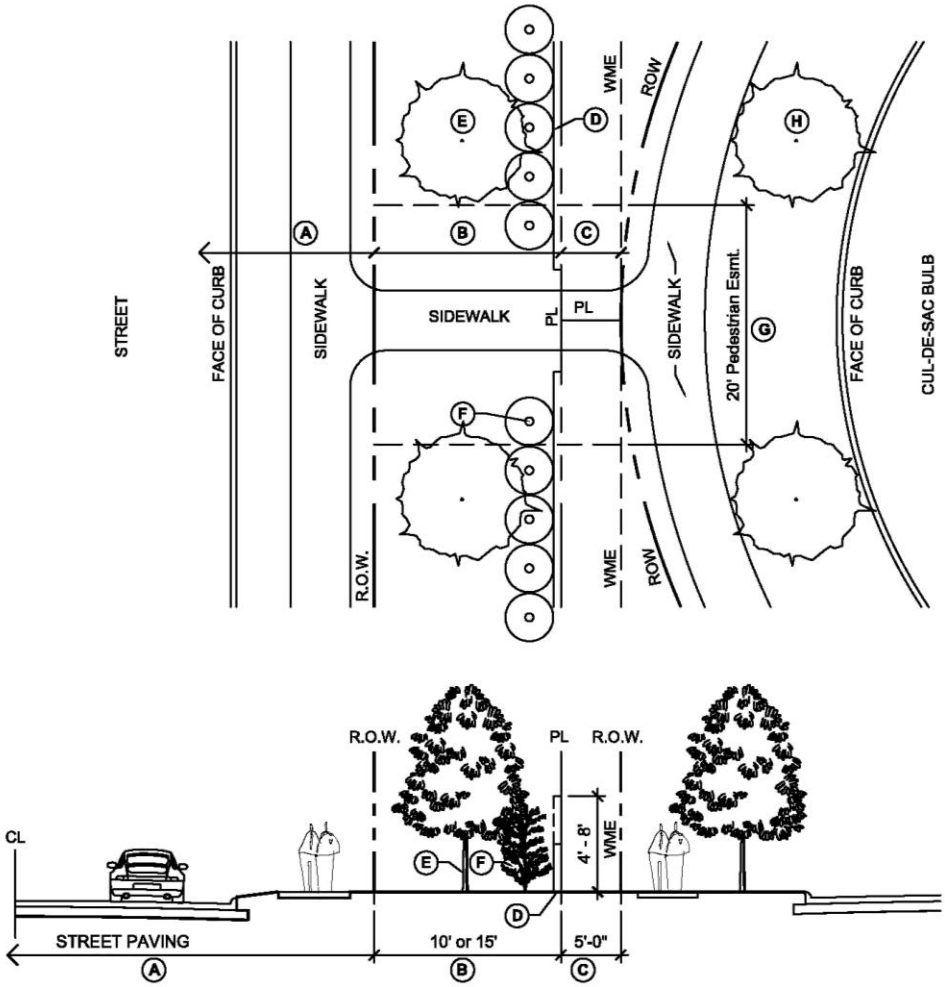
Ⓔ One 3 inch caliper tree per 30ft. frontage.

*Ⓕ Solid evergreen shrub to comply with Options 1, 2, or 3.

Ⓖ 20' Pedestrian Access Easement

Ⓗ Neighborhood Street Tree

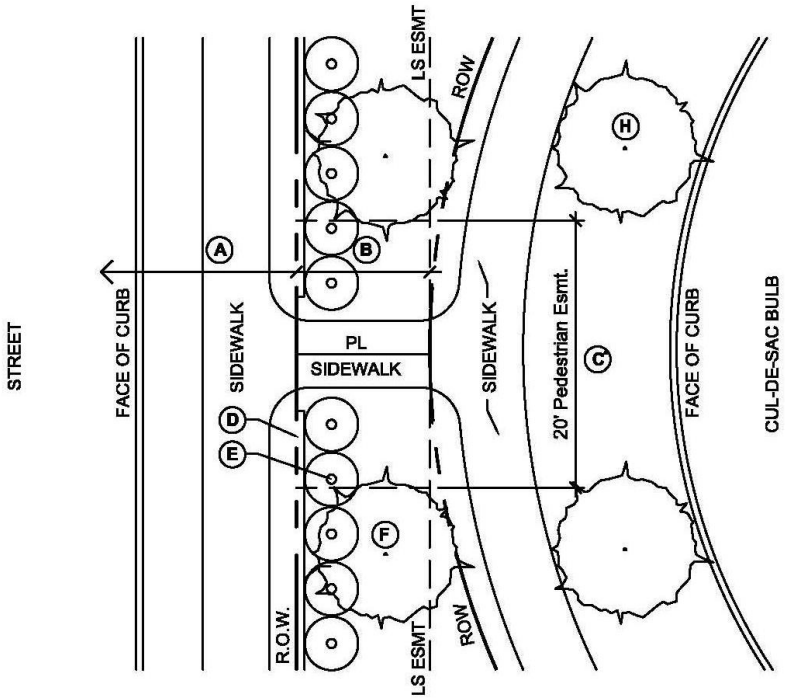
* Example:
if choosing (Option 1) for item D
Then
(Option 1) must be chosen for item F.

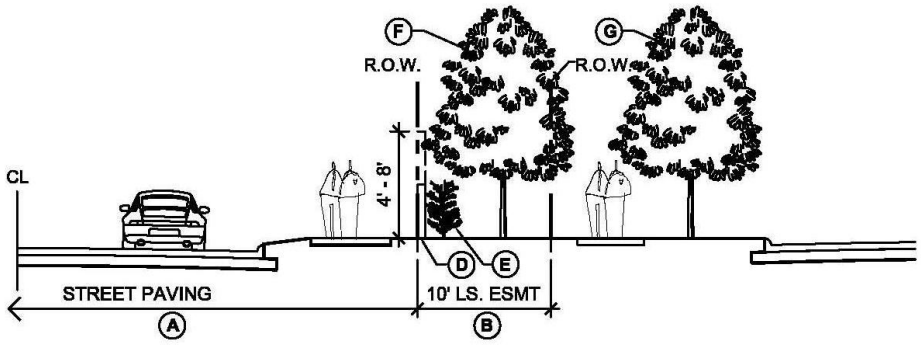


OPTION 4a

Diagram 8.06-4(b): Thoroughfare Screening Option 4(b)

- (A) Right-of-Way (R.O.W.)
- (B) 10ft. Landscape Easement
- (C) 20ft. Pedestrain Access Easement
- (D) Continuous 4ft. to 6ft. Ornamental Metal Fence. Columns 9ft. max with capstones.
- (E) 3ft. high solid evergreen shrub screen at time of planting.
- (F) Six (6) 3in. cal. trees evenly spaced within150 ft. centered on the common property line.
- (G) Neighborhood Street Tree





OPTION 4b

Diagram 8.09-1: Flag Lots

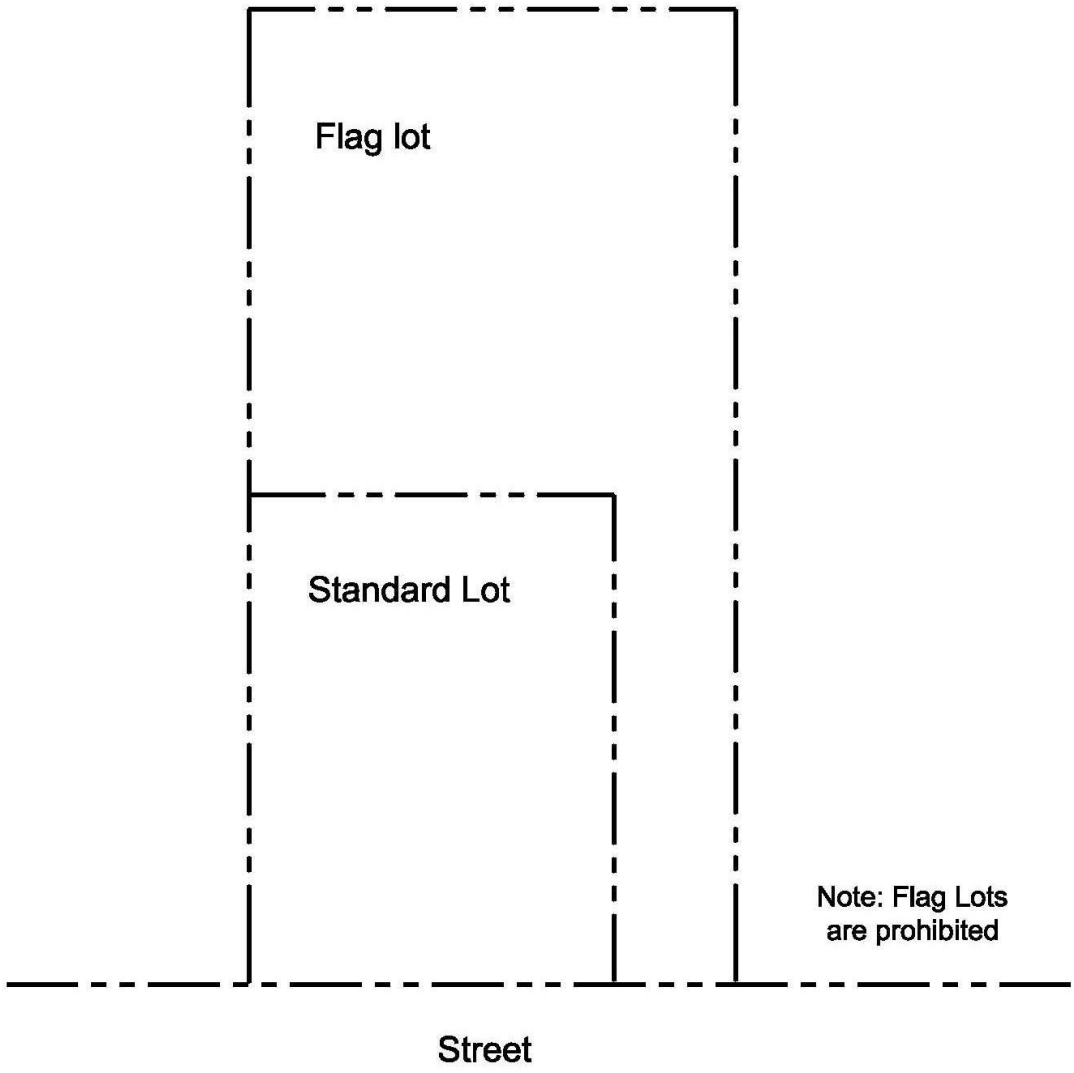


Diagram 8.09-2: Determining Lot Depth on an Irregular-Shaped Lot

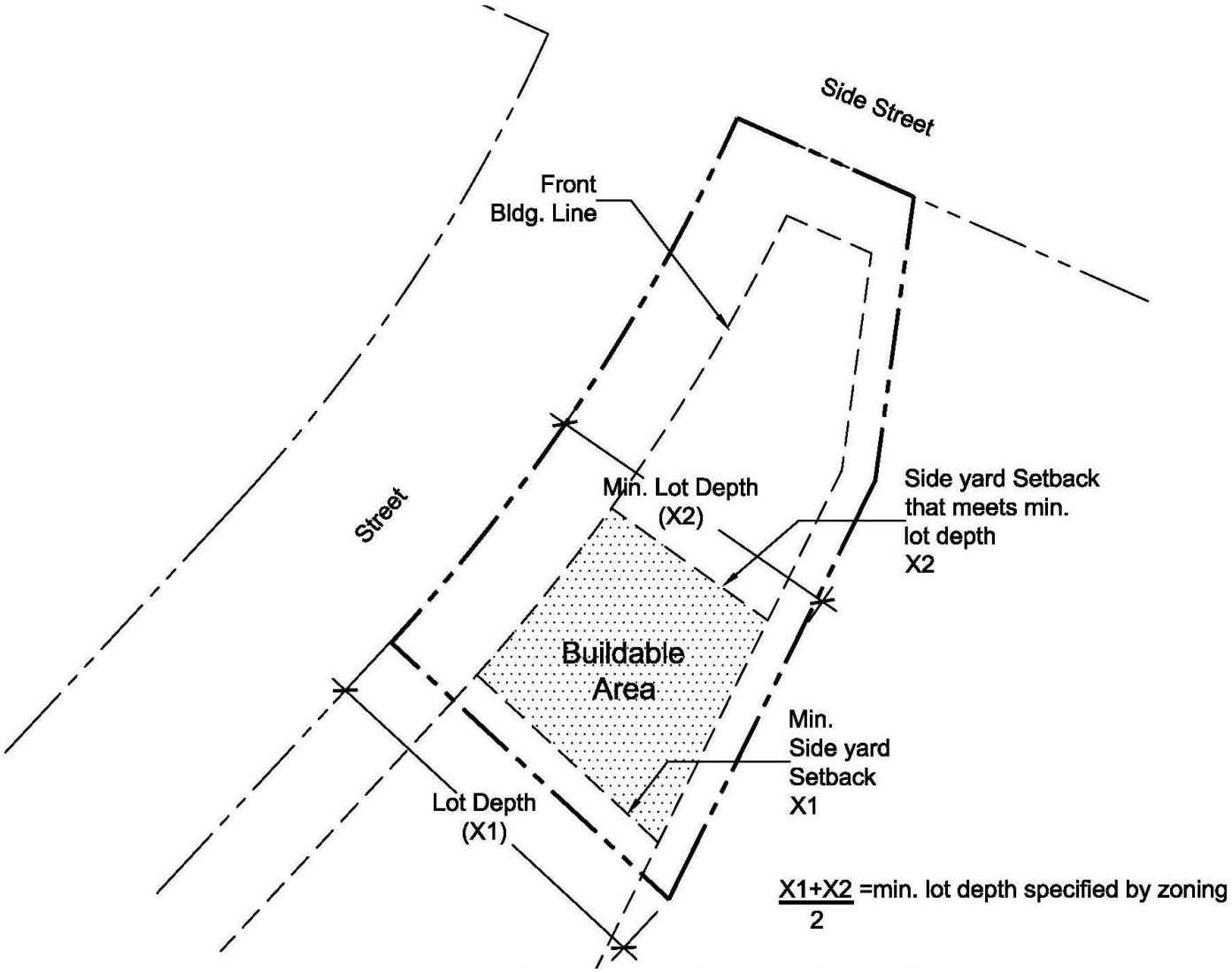


Diagram 8.09-3: Lot Street Frontage – Curved Streets

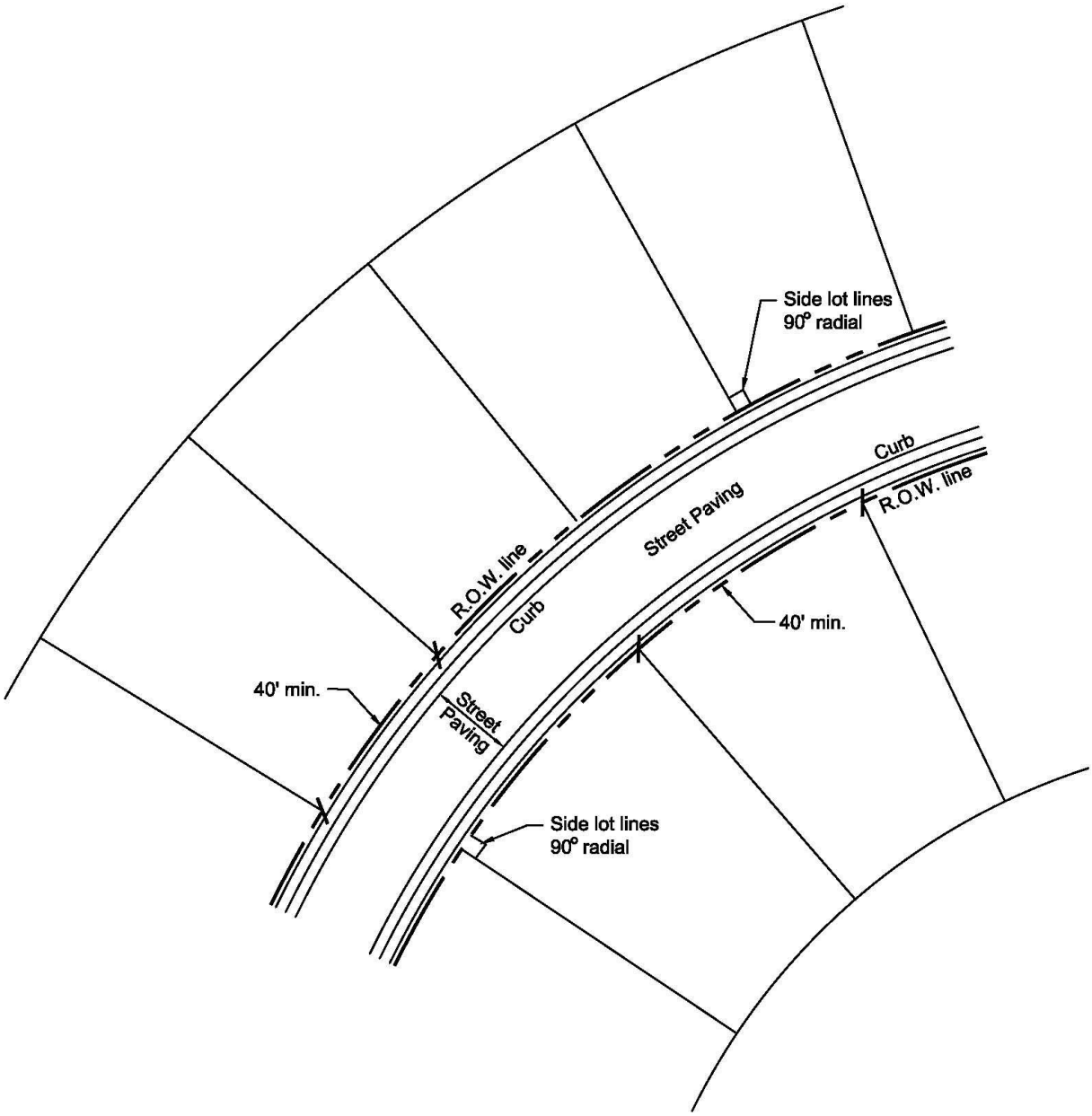


Diagram 8.09-4: Lot Street Frontage – Cul-de-Sac & Eyebrow Lots

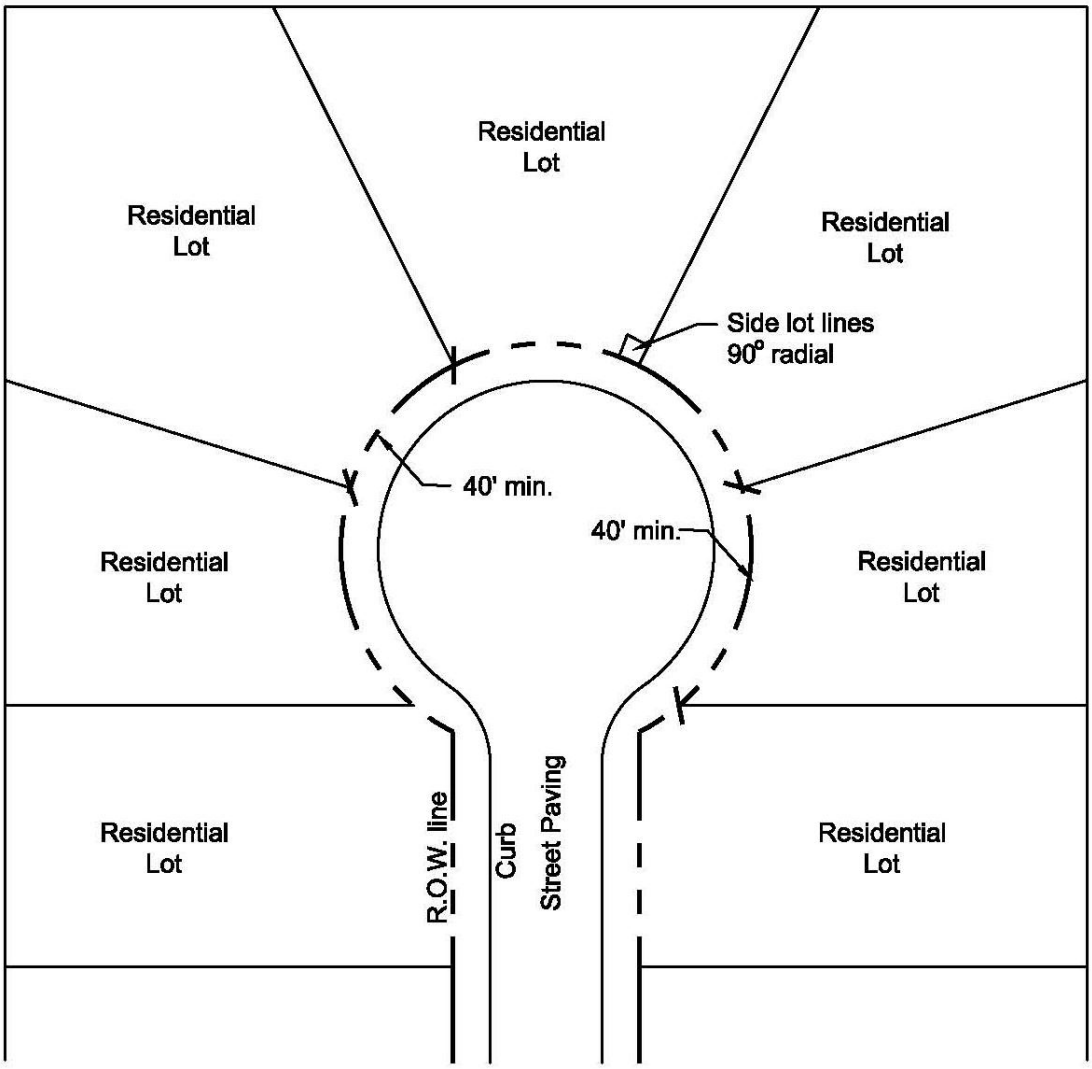


Diagram 8.10-1: Centrally Located Amenity Center

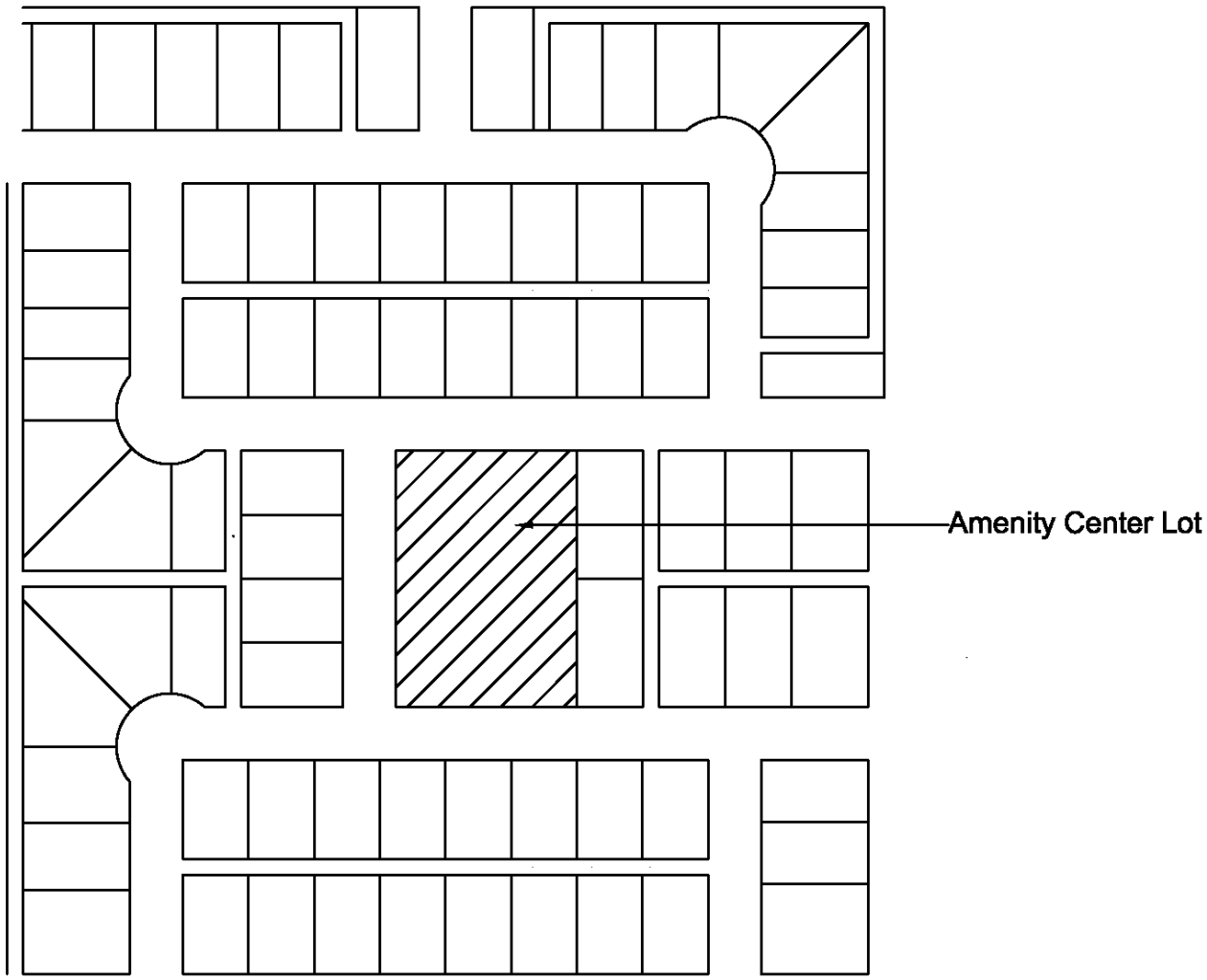


Diagram 8.12-1: Access & Lot Orientation to Parks and/or Open Space

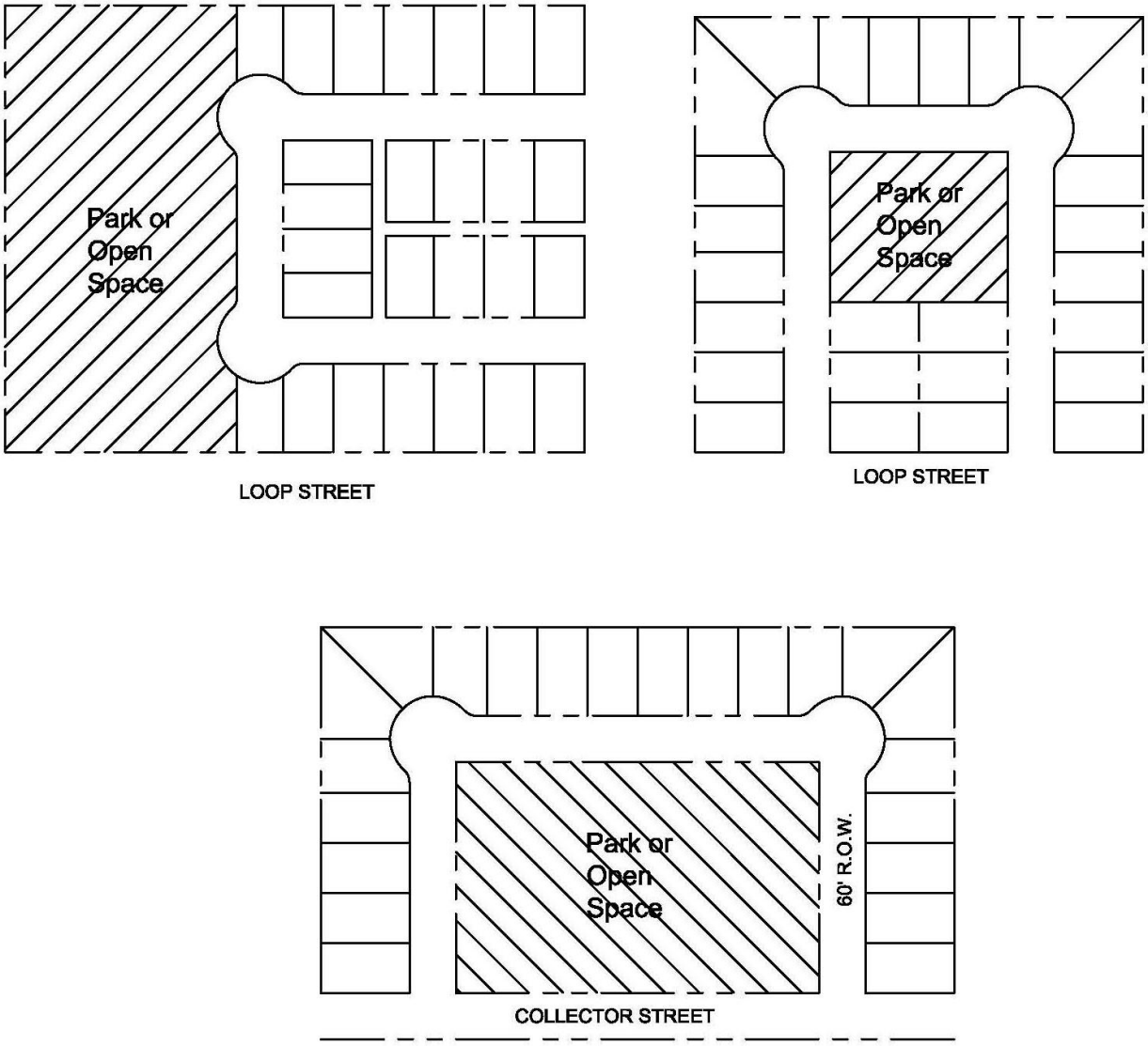


Table 9.01-1: Minor Waivers – Initial Decision-Makers & Appellate Decision-Makers

Type of Minor Waiver	Initial Decision-Maker	Appellate Decision-Maker	Further Appeal
Water Line Extension to Boundary of Development *Section 8.02(d)(2)c.*	Director of Engineering Services	Planning & Zoning Commission	City Council
Connection Onto City Sanitary Sewer System *Section 8.02(e)(1)*	Director of Engineering Services	Planning & Zoning Commission	City Council
Street Lighting *Section 8.04(b)(11)*	Director of Engineering Services	Planning & Zoning Commission	City Council
Requirement for Alleys *Section 8.05*	Director of Engineering Services *--and--* Director of Development Services	Planning & Zoning Commission	City Council
Side Lot Lines 90°/Radial to Street *Section 8.09(e)(1)*	Director of Development Services	Planning & Zoning Commission	City Council
Lot Lines not Aligning with County, School District or Other Jurisdictional Boundary *Section 8.09(e)(2)*	Director of Development Services	Planning & Zoning Commission	City Council
Residential Lots Facing Similar Lots *Section 8.09(g)(3)*	Director of Development Services	Planning & Zoning Commission	City Council
Subdivision Naming *Section 8.09(n)*	Director of Development Services	Planning & Zoning Commission	City Council
Non-Residential Screening Adjacent to Park or Open Space *Section 8.12(b)(4)*	Director of Development Services *--and--* Director of Parks & Recreation	Planning & Zoning Commission	City Council

Engineering Standards

The Engineering Standards, as it exists or may be amended, is adopted into this ordinance as if fully set forth herein.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
1 2	FDC Dev, p 1, A.1	Interpretation 1.02	Multiple Sources to Research: A number of the links are engineering related; can applicable items be added or addressed within the engineering design standards document or added in an appendix?	Most of the external referenced requirements deal with issues related to but not strictly engineering. Where information could be incorporated, an attempt has been made to do so.
1 2	FDC Eng, p 10, A.1	General	Multiple Sources to Research: same comment as developer section.	Most of the external referenced requirements deal with issues related to but not strictly engineering. Where information could be incorporated, an attempt has been made to do so.
1 3	FDC Eng, p 10, A.2	General	Engineer of Record: shall bear sole responsibility for design and meeting Engineering standards - new requirement.	The responsibilities of the engineer of record are in accordance with the Texas Engineering Practice Act. The re-iteration within this document is simply intended as a reminder that City acceptance of plans does NOT change design responsibility.
;	FDC Dev, p 1, A.2	Waiver and Amendments 1.05	Time element/delay concern for processing through Engineering department, especially if appeals to P&Z and/or Council occur	Since waivers are typically a significant deviation from standard practice, time spent to fully analyze the implications of the change is warranted. Notwithstanding this fact, waivers are not expected to add appreciably to project timelines.
0 B	FDC Dev, p 1, A.3	Submittal Requirements 1.10	a. Geotechnical report: Potential for longer project schedules to incorporate required submittal items	This is consistent with current requirements and practice.
0 F	FDC Dev, p 1, A.3	Submittal Requirements 1.10	b) Detail sheets in the plans are required to have new statement indicating details were selected by engineer	Similar to requirements by other entities. Conforms to Engineering "best practices"/ standard of care
0 F	FDC Eng, p 10, A.3	Submittal Requirements 1.10	New Submittal Requirements: a)Detail sheets in the plans are required to have new statement indicating details were selected by engineer; - see comments in developer section.	Similar to requirements by other entities. Conforms to Engineering "best practices"/ standard of care
1 10 G	FDC Dev, p 1, A.3	Submittal Requirements 1.10	c. Cover sheet to have "catch-all" statement that engineer is ultimately responsible for design/accuracy and that improvements may be required that exceed the minimum standards City provision to alter/revise items in the field results in developer spending additional monies	The responsibilities of the engineer of record are in accordance with the Texas Engineering Practice Act. Site-specific conditions might require additional work or improvements above the specified minimums. The intent of the statement is a reminder that design is driven by many conditions that are not covered by the minimum standards of this document. Revisions in the field are typically required to meet minimum standards due to unanticipated site conditions. Unfortunately, the Owner is normally responsible for funding these contingency type of items.
1 10 G	FDC Eng, p 10, A.3	Submittal Requirements 1.10	New Submittal Requirements: b) Cover sheet to have "blanket" statement that engineer is ultimately responsible for design/accuracy and that improvements may be required that exceed the minimum standards. - see comments in developer section.	Yes - standard of care. See above

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
1 11 D	Reviewer A		Request clarification regarding the requirement that the abandonment of easements with existing improvements are required to be approved by the City Council. Utility Easements for utility stubs to be connected to in the future are often executed, and City Council approval for the abandonment of those easements could introduce unnecessary project delays.	This requirement does not apply to abandonment of easements between phase of a subdivision. In addition, ROW/easement procedures have been revised by the Engineering Department in late 2011. Abandonment involving franchise providers may require additional steps in order to ensure that affected facilities have adequate notice.
1 11	FDC Dev, p 1, A.4	Easements 1.11	Easements cannot cross residential lots without Director approval. May result in redesign or longer utility lengths at increased cost if City does not find layout acceptable	No change from previous practice. Easements on residential lots create issues for individual homeowners over time as they attempt to make changes to their property. Performing maintenance within the easement is frequently difficult for City forces and inconvenient for homeowners. If easements are necessary, staff will review and approve on a case by case basis.
1	FDC Eng, p 10, A.4	General	Easements: Cannot cross residential lots unless approved by the Director of Engineering. This could result in longer utility runs/increased costs if City does not find acceptable. - Certain instances require easements between lots (i.e., positive overflow, storm line to creek, etc). — can this be reviewed on a case-by-case basis	Same as above.
l	FDC Dev, p 1, B.1	Thoroughfare 2.01	"...developer is responsible for ROW acquisition…" Projects could be stalled or substantially delayed if City request developer to obtain ROW from adjacent property owners. Will City aid in obtaining right-of-way in certain cases?	The requirements of this section are not different from the standards which have been in place since 2001. The City can help facilitate the acquisition of ROW, if necessary, on a case by case basis.
2 1	FDC Eng, p 10, B.1	Thoroughfare	Thoroughfares shall meet the guidelines in AASHTO's "A Policy on Geometric Design of Highways and Streets" which is an additional document for engineer to verify. > Does the City of Frisco design criterion provided in the new Engineering standards meet the AASHTO guidelines?	Yes. The design criteria meets AASHTO's guidelines.
2 2 A	FDC Dev, p 2, B.2	Thoroughfare 2.02.A	Public Way defined: Concern regarding when City will designate this type of road and associated increase in cost	The use of a Public Way is determined under the requirements of the Subdivision Ordinance (as it has been for the past decade). Public Ways are used when property owners want to subdivide a property and create lots that would not otherwise have frontage onto a public street.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
2 2 A	FDC Eng, p 10, B.2	Thoroughfare	"Public Way" is added under thoroughfare definitions, but is not adequately defined on when it is necessary or utilized. Standards are that of a Type "C" commercial collector (37' b-b). > Can flexibility be provided for a range of roadway sizes? As an example, i fa fire lane is used as a public way, does it increase from 24' to 36'? Do subgrade requirements apply?	The use of a Public Way is determined under the requirements of the Subdivision Ordinance (as it has been for the past decade). Public Ways are used when property owners want to subdivide a property and create lots that would not otherwise have frontage onto a public street. Public Ways have always been defined in the Subdivision Ordinance as private streets built to public street standards, which includes subgrade requirements (among all other construction requirements). These are not new requirements, but are simply the codification of current policy and processes. These standards will be modified to allow a range in sizes (37' b-b with parking or 31' b-b with no parking), but a fire lane does not qualify as a Public Way (and never has).
2 B 1	FDC Eng, p 10, B.7	Thoroughfare	Table 2.1 — General Roadway Design Criteria: a) Design speed changes for Local Streets - 25 mph and Commercial Collector - 30 mph; b) Type B Left turn lane — shown @ 10'; > Note discrepancy.. 11 'in text & cross section	a) The design speeds for local streets and commercial collectors have not changed from the standards which have been in place since 2001. b) Table 2.1 and the text will be edited to reflect the 11' left-turn lane on a Type B Thoroughfare.
2 B 1	FDC Eng, p 10, B.8	Thoroughfare	Table 2.1/Figure 2.1 - Local F and G show trees 4'/5' off back of curb; > Note discrepancy: 10' form back of curb in landscape specifications	There is no discrepancy. The 10' requirement in the Landscape Requirements in Section 6 only refers to trees along a Type A or B Thoroughfare.
2 2 B 2	FDC Dev, p 2, B.3	Thoroughfare 2.02.B.2	Minimum 0.8% road grades: Could increase earthwork and storm sewer costs when developing a flatter piece of property	This requirement is not different from the standard which have been in place since 2006. 0.8% is the minimum longitudinal slope for all roadway types to allow for adequate drainage and reduce the potential for ponding on the roadway due to subgrade heaving. Costs to repair or replace heaved pavement is significant and adds to property owner inconvenience during reconstruction.
2 2 B 2	FDC Eng, p 10, B.3	Thoroughfare	Road Grades: 0.8% is now the minimum slope for all roadways (is the current minimum in the Eagle Ford formation). > Basis for decision?	This requirement is not different from the standard which have been in place since 2006. 0.8% is the minimum longitudinal slope for all roadway types to allow for adequate drainage and reduce the potential for ponding on the roadway due to subgrade heaving.
2 2 B 4	FDC Dev, p 2, B.4	Thoroughfare 2.02.B.4	2% Maximum cross slope on Type A&B thoroughfares: Number of inlets and piping required increases resulting in added storm drainage costs	2% is the maximum cross-slope allowed for all roadway types. The available cross-sectional area for conveying runoff is less for steeper cross-slopes, which will likely result in additional inlets for cross-slopes greater than 2%. Furthermore, 2% maximum cross-slope is also necessary to comply with ADA/TAS requirements for accessible routes across roadways.

Packet Page -520-

AGENDA ITEM #32.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
2 2 B 4	FDC Eng, p 10, B.4	Thoroughfare	Type A and B Thoroughfares are limited to 2% cross slope which decreases the amount of water a street can carry due to the City's "dry" lane requirements. Note the old ordinance allowed 1/4"/ft to 3/8"/ft (2% to 3%). > Can the dry lane requirement be revisited due to the number of inlets and piping required which adds storm drainage costs. City could also see savings on roadway CIP projects	2% is the maximum cross-slope allowed for all roadway types. The available cross-sectional area for conveying runoff is less for steeper cross-slopes, which will likely result in additional inlets for cross-slopes greater than 2%. Furthermore, 2% maximum cross-slope is also necessary to comply with ADA/TAS requirements for accessible routes across roadways. The dry-lane criteria will remain as-is. This maintains the ability to keep mobility for public safety in storm events.
2 2 B 6	FDC Dev, p 2, B.5	Thoroughfare 2.02.B.6	Road transitions: longer/wider transitions: Adds roadway construction cost	The roadway transitions and tapers must meet AASHTO guidelines. The transition and taper lengths may vary based on design speeds. 16-ft is the minimum width for transitions. Additional clarification will be added.
2 B 6	FDC Eng, p 10, B.5	Thoroughfare	Road transitions are now defined and are longer/wider. This requirement was probably necessary. > Does transition design meet the AASHTO reference? Does it exceed AASHTO requirements?	The roadway transitions and tapers must meet AASHTO guidelines. The transition and taper lengths may vary based on design speeds. 16-ft is the minimum width for transitions. Additional clarification will be added.
2 2 B 7	FDC Dev, p 2, B.6	Thoroughfare 2.02.B.7	Cul-de-Sacs — 50'R street/60'R ROW: Our understanding was the old standard of 40'R street and 50'R ROW was acceptable to the Fire Department in a public meeting, and was to be revised by the City	The previous standard was 45'R street and 55'R ROW (not 40'/50') and was in the Subdivision Ordinance. The current standard of 50'/60' was adopted in the update to the Subdivision Ordinance (Section 8.13) in July 2009. It was discussed again during the update to the Zoning Ordinance in late 2010/early 2011. During the public meeting in question on January 12, 2011, the Fire Department agreed to reduce the even larger radius requirement they wanted to add to the new amendment to the Fire Code. Rather than increase the pavement radius to 60', they agreed to return to the then current standard of 50'R street/60'R ROW. The misunderstanding became clear after the meeting and there were discussions between the FDC and the Fire Department to clarify the issue in early 2011. The current requirement of 50'/60' is simply being moved from the Subdivision Ordinance to these standards.
2 2 B	FDC Dev, p 2, B.7	Thoroughfare Table 2.1/Figure 2.1	Typical Cross Sections a): 11' left turn lane added to Type B Thoroughfares (was 10'); Additional 1 ' of subgrade and paving — basis for change	The majority of left-turn lanes built along our Type A thoroughfares have been 12' wide because they are future through lanes. Once some 10' left-turn lanes were built, we realized they were too narrow to comfortably accommodate the turning movement, especially for larger vehicles, and accommodate the required striping and reflectors. In order to improve safety, increase driver comfort, and accommodate larger vehicles as well as the required striping, the 10' left-turn lane has been increased to 11'.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
2 2 B	FDC Dev, p 2, B.7	Thoroughfare Table 2.1/Figure 2.1	Typical Cross Sections b): Type A Thoroughfare at Frontage Roads — ROW increased 20' up to 160'; Very wide section, especially frontage roads are one way - additional ROW required	The additional ROW is required due to the fact that a Type A Thoroughfare is physically wider when it intersects a frontage road because it has extended left-turn lanes. Although this wider ROW has not been explicitly described in the current standards, intersections with the frontage roads have already been built with wider ROW because of the physical necessity to do so. This is therefore the codification of current policy and processes.
2 2 B	FDC Dev, p 2, B.7	Thoroughfare Table 2.1/Figure 2.1	Typical Cross Sections c): Type B Thoroughfare at Frontage Roads — ROW increased 10' up to 120'; Similar to above, additional ROW required	The additional ROW is required due to the fact that a Type A Thoroughfare is physically wider when it intersects a frontage road because it has extended left-turn lanes. Although this wider ROW has not been explicitly described in the current standards, intersections with the frontage roads have already been built with wider ROW because of the physical necessity to do so. This is therefore the codification of current policy and processes.
2 C 2	FDC Eng, p 11, B.9	Thoroughfare	Table 2.2 —"F" and "e" values used in the table; > Provide definition	The terms "friction" and "superelevation" will be added to Table 2.2.
2 C	FDC Eng, p 10, B.6	Thoroughfare	Horizontal Design Radius: for local and collector roads now limits length of curve to 1.6x the radius centerline. > What is the reasoning/basis for this requirement?	This requirement is not different from the standards that have been in place since 2001. Its intent was to prevent a street from making more than a 90-degree turn. This restriction can be met in other ways and so this 1.6 requirement will be removed.
2 D 2	FDC Eng, p 11, B.10	Thoroughfare	Tables 2.3 & 2.4 — "A" and "K" values; > Define	A and K will be labeled in Tables 2.3 and 2.4.
2 2 E 4	FDC Dev, p 2, B.8	Thoroughfare 2.02.E.4	New curb radii of 40' (previously 30'): Additional subgrade, paving & ROW dedication at all major corners	The larger radius provides improved pedestrian and vehicular safety when trucks turn at these intersections and minimizes damage to HOA maintained landscaping at intersection corners. The text will be modified to clarify that intersections of a Type C road with a Type C or D road will still have a 30' radius.
2 2 E 12	FDC Dev, p 2, B.9	Thoroughfare Figures 2.4 & 2.5	Tangent section/tapers for A/B Thoroughfares at Frontage Roads: Additional ROW dedication. Is City storing all left turn traffic out of the freeway ROW?	Yes, it has been standard engineering practice for decades throughout Texas (as implemented by TxDOT and most Cities) that the left-turn traffic is stored outside of the freeway ROW at all closely-spaced urban frontage road intersections.
2 2 E 12	FDC Dev, p 2, B.9	Thoroughfare Figures 2.4 & 2.5	Note: diagrams show turning left onto frontage roads which are normally one-way	These are "extended left-turn lanes" for traffic that will turn left at the next frontage road. The arrows on the diagrams help distinguish the function of the lane but no arrows are actually striped on the ground when the intersection is built. The diagram will be modified to change the left-turn arrow to a text label.
2 2 E 12	FDC Eng, p 11, B.11	Thoroughfare	Figures 2.4 & 2.5 - Tangent section and tapers for A/B Thoroughfares at Frontage Roads increased. > Note: diagrams show turning left onto frontage roads which are normally one-way, Is City storing all turn traffic out of the freeway ROW? Storage is typically available within the freeway ROW over or under the main lanes	Yes, it has been standard engineering practice for decades throughout Texas (as implemented by TxDOT and most Cities) that the left-turn traffic is stored outsid of the freeway ROW at all closely-spaced urban frontage road intersections. Some storage is available under the main lanes, but not enough to prevent traffi from grid locking during peak periods.

Packet Page -522-

AGENDA ITEM #32.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
2 2 F 3	Reviewer A		Request clarification regarding specific roundabout design requirements. The requirement as it is written is vague.	Each roundabout is unique based on the number and angle of roadway approaches. The necessary minimum dimensions are specified and each design will be discussed and reviewed on an individual basis.
2 2 F	FDC Eng, p 11, B.12	Thoroughfare	2.02.F - Roundabout design section - new	No response necessary.
2 G	FDC Dev, p 2, B.10.a	Thoroughfare 2.02.G	Cannot front onto collector roads unless parallel access roads are provided: Major concern as this requirement drastically affects subdivision configuration, cost, and lot yield (lots must side, back or have single loaded street to front collector).	This requirement went into effect with the update to the Subdivision Ordinance in July 2009 (Section 8.13.f.5) and the language is being clarified and moved to these standards. This improves safety and quality of life because it prevents homes from fronting the streets that have the highest traffic volumes and vehicle speeds. Existing collector streets that have homes fronting on them generate the majority of the traffic complaints we receive from residents. (The FDC Study called out The Trails, Starwood, & Chapel Creek as examples of good development, all three of which have collectors with no homes fronting on them.) Keep in mind that the new standards allow neighborhood collectors to be built with the narrower cross-sections of 27' or 31' wide.
2 G	FDC Dev, p 2, B.10.b	Thoroughfare 2.02.G	b) Lots can front a collector if they are across from a school or park and the roadway is not considered a continuous collector: City determines "continuous" and requirement is somewhat arbitrary	Overall, the text will be modified to avoid confusion between the Type D cross-section and the term "collector." The streets adjacent to a park or school must be 36' wide (Type D), but that does not make them a collector. A collector is a road that serves the function of a neighborhood collector (providing direct access into the middle of a neighborhood by extending more than 600' from a major or minor thoroughfare and having no homes fronting on it).
2 2 G	FDC Dev, p 2, B.10.c	Thoroughfare 2.02.G	c) If the road serves as a collector, residential lots cannot front on the roadway: Open ended for City interpretation; appears the City direction is no lots fronting collector roadways which tends to divide homes and neighborhoods within a subdivision	Rather than being open to interpretation, Section 2.02.I defines the characteristics of a neighborhood collector (a road that extends more than 600' from a minor or major thoroughfare without turning and can exceed 1,200' in length). However, the text in Section 2.02.G will be clarified to give a concise definition of a neighborhood collector without having to refer to Section 2.02.I. See the related responses above for the safety and quality of life reasons for no homes fronting a collector. (The FDC Study called out The Trails, Starwood, & Chapel Creek as examples of good development, all three of which have collectors with no homes fronting on them.)
2 2 G	FDC Dev, p 3, B.10	Thoroughfare 2.02.G	Note: in Section 2.05 Driveway Design, B.1 indicates residential driveways shall intersect Type D, E, F, and G which could conflict with 2.02.G above.	Section 2.02.G would restrict homes from fronting a roadway of any width (D-G) that serves the function of neighborhood collector and so no homes would be there for a driveway to connect. However, Section 2.05.B.1 will be modified to describe the neighborhood collector exception to avoid any possible misinterpretation.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
2 2 G	FDC Dev, p 3, B.10	Thoroughfare 2.02.G	Section 2.05, C.11.b is a repeat of the old standard prohibiting driveways on collectors within the first 150' of an A or B intersection, but could be interpreted driveways are allowed elsewhere on Type D collectors, which can create confusion	Section 2.05.C.11.b will be modified to prevent misinterpretation.
2 2 G	FDC Eng, p 11, B.13	Thoroughfare	2.02.G — Residential Frontage: same comment as developer section. Note these requirements contradict with other sections or create confusion. What is the City's reasoning/basis for prohibiting residential driveways onto collector roadways?	See responses to the Developer Section comments.
2 2 I 2	FDC Dev, p 3, B.11	Thoroughfare Figure 2.7	Requirement for 30' width street for 600' when connecting to A or B Thoroughfare + 30' width on adjacent streets for deeper access into the subdivision: Increased subgrade and paving costs; what is City's logic regarding this item and is it citizen complaint driven?	Emergency vehicle access benefits from a reduced chance of streets being constricted by parked cars from when they enter a neighborhood until they reach intersections with alternate route options. Citizens have complained about emergency vehicle access to their neighborhoods.
2 I 2	FDC Eng, p 11, B.14	Thoroughfare	Figure 2.7 - New requirement for 30' width street for 600' when connecting to A or B Thoroughfare + 30' width on adjacent streets for deeper access into the subdivision. > What is City's logic regarding this item and was it citizen complaint driven? > Does this fall under the "serves as a collector" clause above with no lots fronting? Note: the City instituted the 600' entry street distance to slow traffic and now is requiring widening the roadway which leads to faster traffic speeds?	See response above for the reasons for this requirement. It does not serve as a neighborhood collector because it does not extend beyond 600' from the major thoroughfare without turning. (The definition of a neighborhood collector will be clarified.) The wider entrance streets will still have the same street length limits that prevent speeding. In addition, the wider entrance street in an alley-served neighborhood will be no different from what the entrance street would have been in a front-entry neighborhood, 30' wide.
2 2 I 3	FDC Dev, p 3, B.12	Thoroughfare Figures 2.8 & 2.9	Street lengths have been shortened (before they have to change direction) and geometry requirements remains similar which limit design flexibility (standards repeated from subdivision ordinance). > FDC study brought up a number of items affecting subdivision layout and their cumulative effect; however, proposed standards have minimal changes. > The zipper street option should be revisited as they are rarely constructed	The FDC study was discussed at the Joint Work Session with City Council, P&Z, ZAC and FDC on January 12, 2011. The City Council gave direction on each key point that the FDC presented in the meeting. These standards are consistent with the policy decisions that were made at that time. The shorter street lengths proposed in the 2009 draft of the Thoroughfare Standards have been increased; the shorter maximum block length proposed in 2009 has been restored to 1,200'; the shorter cul-de-sac length proposed in 2009 has been restored to 600'. The zipper street continues to be used and will remain in the standards; however, th roundabout is a new option to allow an over length street to continue.
2 2 I 3	Reviewer A		The maximum street length as drafted in the Engineering Design Standards conflicts with the maximum street length as it exists in the Subdivision Ordinance. Request that the maximum street length be increased to 1,400 linear feet to comply with the Subdivision Ordinance.	The Engineering Department and the Department of Development Services are i agreement with the new standards and there will be no conflict because the street length language in the Subdivision Ordinance will be removed once these new standards are published.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
2 2 I 4	Reviewer A		The maximum length of a residential street as drafted in the Engineering Design Standards conflicts with the maximum street length as it exists in the Subdivision Ordinance. Request that the maximum street length be increased to 2,000 linear feet to comply with the Subdivision Ordinance.	The Engineering Department and the Department of Development Services are i agreement with the new standards and there will be no conflict because the street length language in the Subdivision Ordinance will be removed once these new standards are published.
2 2 I 5	Reviewer A		The requirement that no lots may front onto any street longer than 1,400 linear feet regardless of street section or the incorporation of any breaks in the street alignment is unnecessarily prohibitive. Request that this requirement be removed from the Design Standards	This requirement went into effect with the update to the Subdivision Ordinance in July 2009 (Section 8.13.f.5) and the language is being clarified and moved to these standards. This improves safety and quality of life because it prevents homes from fronting the streets that have the highest traffic volumes and vehicle speeds. Existing collector streets that have homes fronting on them generate the majority of the traffic complaints we receive from residents. Keep in mind that the new standards allow neighborhood collectors to be built with the narrower cross-sections of 27' or 31' wide.
2 I 3a	Reviewer A		The radius required to break over-length streets as drafted in the Engineering Design Standards conflicts with the required radius as it exists in the Subdivision Ordinance. Though the radius in the Engineering Design Standards seems to provide a superior design, request clarification regarding which requirement will be enforced.	The Engineering Department and the Department of Development Services are in agreement with the new standards and there will be no conflict because the street length language in the Subdivision Ordinance will be removed once these new standards are published.
2 J 1	Reviewer A		As defined in the Subdivision Ordinance, consecutive lots continuing at the turn of a knuckle would be considered a contiguous block. Request clarification that the 1,200' maximum block length will not apply for consecutive lots continuing at the turn of a knuckle.	The text will be modified to clarify that, in the case of non-rectangular blocks, block length refers to each side of the block with lots facing it (i.e., the distance between the intersections that define the shape of the block). Therefore, the lots that follow the turn of a knuckle will not violate this provision.
2 2 J 1	Reviewer A		The requirement to restrict blocks to no more than 15 lots on one side of a block seems to implicitly limit the minimum size of lots on a maximum length block to 70' – 80'. Request either clarification of this requirement, or removal from the Design Standards.	Lot sizes are regulated by the Subdivision Ordinance and the Zoning Ordinance, while these standards regulate the design and operation of streets and sidewalks. Shorter block lengths can be used with any size of lots. The 15 lot limitation ensures that the proper proportional amount of vehicular access and neighborhood walkability is provided as the density of the housing increases. However, the limitation will be increased to 20 lots on a side.
2 2 J 1	Reviewer A		The potential requirement to provide pedestrian easements and sidewalk for blocks longer than 800' is vague. Request that further definition of these requirements be added to the Design Standards, or that this requirement be removed altogether.	This requirement will be modified so that a pedestrian easement cut-through is only considered when a non-rectangular block creates a continuous series of lots longer than 1,200' where access through the block would be beneficial for walking to a school, park, trail, or other part of the neighborhood. (For example, an L-shaped block with two adjacent sides each with a length of 1,200' would create a 2,400' barrier to walking to the school on the other side.)

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
2 2 J 2	Reviewer A		The minimum block width requirement except when "…prevented by the size of the property" is vague. Further, this requirement seems to impose more stringent lot size requirements than the Subdivision Ordinance. It seems that the intention of this requirement is already achieved by the Subdivision Ordinance requirement preventing lots with double frontage. Request removing this requirement from the Design Standards.	This language does not conflict with the Subdivision Ordinance as it is currently in Section 8.13 of the Subdivision Ordinance. This language is simply being moved to these standards. The text will be modified to clarify that two tiers must be provided except in cases where only **one tier** is possible due to the size of the property or the need to back to a major thoroughfare.
2 J 3	FDC Dev, p 3, B.13	Thoroughfare 2.02.J.3	Block length and width deviations are sent back to the Director of Development Services. FDC was encouraged that engineering design items were removed from the subdivision ordinance in put into the engineering standards document; however, this provision allows for additional planning review. > Concerns with project delays & negotiating with Development Services department	The Engineering Department and the Department of Development Services always work closely with each other regarding the layout of new subdivisions. However, to simplify the authority matrix among these documents, the approval of the Director of Development Services will be removed from the Engineering Design Standards.
2 J 3	FDC Eng, p 11, B.15	Thoroughfare	2.02.J.3 - Block length and width deviations are sent back to the Director of Development Services. > Consider revising this requirement to the Director of Engineering Services, since it is an engineering standards document. Engineering related items were deleted from the subdivision ordinance to avoid having development services staff administer	The Engineering Department and the Department of Development Services always work closely with each other regarding the layout of new subdivisions. However, to simplify the authority matrix among these documents, the approval of the Director of Development Services will be removed from the Engineering Design Standards.
2 3 A 4	FDC Dev, p 3, B.16	Thoroughfare 2.03.A.4	City can modify, relocate, or remove any existing or planned median opening to facilitate traffic flow and/or preserve the health, safety and welfare of the public, as determined by the Director of Engineering Services. > Major concern of removing or modifying access points, especially for commercial properties	This is not a new provision because this is a restatement of similar language which was already in Section 6.03.A.2 of the 2001 standards.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
3 B 4	FDC Dev, p 3, B.15	Thoroughfare Figure 2.13	Median openings from A, B, & Frontage Road to first mid block location increased to 600' on Type A Thoroughfare's and 400' on Type B Thoroughfare's. > Creates commercial access problems. May limit driveway(s) between first median opening and corner due to right turn lane required construction at major intersections	Due to safety and congestion issues, the ability to have a right-in/right-out driveway without a deceleration lane immediately downstream from an intersection has been eliminated. The 600' median opening distance was create to allow a right-in/right-out driveway as close to the major intersection as possible; there would be a decel lane into a right-in/right-out driveway followed by another decel lane for the driveway at the median opening. It is possible to revert to the median opening distance of 425', but no right-in/right-out driveway would be possible between the intersection and the median opening. We would like input from the FDC regarding which option they would prefer. If the median opening spacing is restored to 425', the closest driveway to the intersection will be the full access driveway at the median opening whose edge is 446' from the curb of the intersection. If the median opening spacing is 600', the closest driveway to the intersection will be a right-in/right-out driveway whose edge is 270' from the curb of the intersection (followed by a full access driveway whose edge is 621' from the curb of the intersection).
3 B 4	FDC Eng, p 11, B.23	Thoroughfare	Table 2.13 - VAM (Visibility, Access, & Maintenance) easements generally made smaller	No response necessary.
3 B 7	FDC Dev, p 3, B.17	Thoroughfare 2.03.B.7	Medians at residential entry streets defined — 13' wide and 100' in length (also see Fig. 2.1 > Increased subgrade and paving costs —flexibility should be allowed to fit design	The requirements of this section are not different from the standards which have been in place since 2001 (see Figure 6.2 and Section 6.03.B.7.a). As described in Section 1, requests for deviations from these standards will be considered on a case by case basis and are subject to the approval of the Director of Engineering.
2 3 B	FDC Dev, p 3, B.14	Thoroughfare 2.03/Table 2.5	Single left turn lanes increased to 11' for A/B Thoroughfares (except 10'double left lane configuration). > Increased subgrade and paving costs for turn lanes from A & B Major Thoroughfares into adjoining streets and developments.	The majority of left-turn lanes built along our Type A thoroughfares have been 12' wide because they are future through lanes. Once some 10' left-turn lanes were built, we realized they were too narrow to comfortably accommodate the turning movement, especially for larger vehicles, and accommodate the required striping and reflectors. In order to improve safety, increase driver comfort, and accommodate larger vehicles as well as the required striping, the 10' left-turn lane has been increased to 11'.
2 3 C 1	FDC Dev, p 3, B.18	Thoroughfare 2.03.C.1	10' ROW dedication required for right turn lanes (street easement permitted in the past); policy is currently being applied. > Requires additional ROW dedication and may affect lot layout and efficiency	The requirements of this section are not different from the standards which have been in place since 2001 and the application of that policy has not changed since then. 10' of ROW has been and will continue to be required next to **right-turn lanes** into street connections, and 10' of street easement has been and will continue to be required next to **deceleration lanes** into private driveways.
2 3 C	FDC Dev, p 3, B.19	Thoroughfare 2.03.0 & D	Right turn lanes and decel lanes required on all intersections with Type A or B thoroughfares: > This was an FDC request to revisit this requirement based on traffic generated/need,. however, it appears the City is requiring at all streets intersecting with an A or B.	At the Joint Work Session with the City Council, P&Z, ZAC, and FDC on January 12, 2011, the City Council made the decision to continue this policy which has been a requirement in the standards since 2001.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
2 4 A 1	FDC Dev, p 4, B.21	Thoroughfare 2.04.A.1	old standard - alleys cannot intersect with any Type D or higher class thoroughfare. > Potential to create layout problems and affect lot yield with collector	The text will be modified to clarify that no alley will be allowed to connect to a Type A-C thoroughfare or a road serving the function of a neighborhood collector regardless of its width. The Type D cross-section that is only next to a park or school would be allowed an alley connection.
2 4 A 5	FDC Dev, p 4, B.22	Thoroughfare 2.04.A.5 & 10	alley offset on residential streets shall be less than 3' (was 15'); or greater than 75' edge to edge. Later section has 100' minimum offset spacing between two alley centerlines? Additionally, a new detail has been added for an alley intersection at an elbow. > What is the rationale for the specific dimensional data? May create difficulty in lot layout with potential loss of lots	These requirements are essentially unchanged from the standards that have been in effect since 2001 because 3' edge to edge is the same thing as 15' centerline to centerline. The 100' offset refers to two alleys intersecting another alley and does not conflict with the 75' offset required where two alleys intersect a street. The offsets are required to ensure trash trucks can turn from one alley into the other without driving off the pavement edge onto the adjacent properties or hitting parked cars. (The street has a smaller required offset because the street has more maneuverable space available than an alley.)
4 A 5	FDC Eng, p 11, B.16	Thoroughfare	2.04.A.5 & 10— alley offset on residential streets shall be less than 3' (decreased from 15'); or greater than 75' edge to edge. Later section has 100' offset spacing between two alley centerlines? > What is the rationale? Appears to be very restrictive for an alley design	These requirements are essentially unchanged from the standards that have been in effect since 2001 because 3' edge to edge is the same thing as 15' centerline to centerline. The 100' offset refers to two alleys intersecting another alley and does not conflict with the 75' offset required where two alleys intersect a street. The offsets are required to ensure trash trucks can turn from one alley into the other without driving off the pavement edge onto the adjacent properties or hitting parked cars. (The street has a smaller required offset because the street has more maneuverable space available than an alley.)
2 4 A 11	FDC Dev, p 4, B.23	Thoroughfare Figure 2.20	width at alley intersections increases 2' to 14' in width. > Increased sub grade and paving cost	The required widths of alleys at intersections are wider to accommodate the turning movements of trash trucks. This is not a new requirement as it has generally been applied as policy in several subdivisions and is now being codified. These requirements are consistent with regional standards (NCTCOG). Alley Standard Details will be added.
2 4 E	FDC Eng, p 11, B.17	Thoroughfare	2.04.E — incorrect reference — alley pavement should reference Section 3	This text will be modified to reference Section 3.
2 5 B 1	FDC Eng, p 11, B.18	Thoroughfare	2.05.B.1 indicates residential driveways can intersect with a Type D collector. > Does this contradict section 2.02.G?	Section 2.02.G would restrict homes from fronting a roadway of any width (D-G) that serves the function of neighborhood collector and so no homes would be there for a driveway to connect. However, Section 2.05.B.1 will be modified to describe the neighborhood collector exception to avoid any possible misinterpretation.

Packet Page -528-

AGENDA ITEM #32.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
2 5 B 2	FDC Dev, p 4, B.24	Thoroughfare 2.05.B.2.5	Divided high capacity driveways are required at the first median opening downstream of A-A, A-B, or B-B intersections. Also, primary multi-family driveways shall be high capacity; and required when parking exceeds 200 spaces per driveway. > Access concerns to pad sites and potential increase in paving costs. Funneling all traffic to one driveway location may create conflicting traffic movements and access problems for commercial properties.	These are not new requirements because high capacity driveways have already been required at what will be busier driveways. This is simply the codification of current policy and processes. (Section 1 addresses any requested deviations.) The use of a high capacity driveway does not funnel additional traffic to that driveway because the required spacing between driveways along a roadway is not dependent upon whether it is high capacity or not. Since 2001, driveways have always been required to be spaced a sufficient distance apart to provide space for a deceleration lane and to ensure safe and efficient traffic operations on the roadway.
5 C 6	FDC Dev, p 4, B.25	Thoroughfare 2.05.C.6	Full widths of shared residential driveways to be constructed at entire width when first property develops. > Increased up-front cost to homebuilder and potential coordination problem if he does not own adjacent lot.	Section 2.05.C.6 refers to non-residential driveways only. In the case of a shared residential driveway, the minimum required driveway width would need to be built for the first property that develops, which may or may not involve part of the driveway on the other lot. (Shared residential driveways are extremely rare.)
5 C 11b	FDC Eng, p 11, B.19	Thoroughfare	2.05.C.11.b — old standard, but contradicts driveways on Type D collectors. > Does this imply driveways are allowed beyond the 150' prohibited area?	Section 2.05.C.11.b will be modified to prevent misinterpretation.
5 C 12b	Reviewer A		The requirement that any residential driveway must connect to a minimum 30' wide street would prevent front entry lots being developed on 27' streets as allowed by effective Planned Development standards from being constructed. Request clarification to be added providing exceptions when effective Planned Development standards contradict this requirement.	As has always been the case, design standards within a Planned Development supercede the current design standards if they are approved by the City and properly written into the PD. No clarification in the text is needed as this falls under the Director-approved deviations from these standards described in Section 1.
2 5 C 12c	Reviewer A		The Environmental Services Division's opinion regarding the ease of trash pick-up service is vague. Request specific requirements directing when a lot being bordered by an alley and residential street will be required to provide a driveway to the alley	This determination will depend upon a number of site-specific and neighborhood-specific factors that cannot be comprehensively specified here. The text will be modified to include some of the likely situations (such as truck routing and the case where all of the neighboring homes already connect to the alley).
2 5 C 12g	FDC Eng, p 11, B.20	Thoroughfare	2.05.C.12.g — New item - can construct a residential drive within 15' of an upstream curb return and 5' of a downstream curb return. > Distances from curb inlets?	There is no spacing requirement from an inlet other than the fact that the required width and curb return of a driveway must be built and cannot physically coincide with an inlet.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
2 5 E	FDC Dev, p 4, B.26	Thoroughfare Table 2.10	Increased spacing between drives. Commercial driveways have a 30' min radius to accommodate larger vehicle traffic. > Limited access concerns and increased commercial paving costs	The distance between driveways had been increased in order to enlarge three components that would improve safety and efficiency: a longer tangent between the curb return of a driveway and the beginning of the taper for the decel lane for the next driveway; a longer storage length; and a larger curb return radius. The standard will be changed to revert to the current storage length (80' from the curb return). Therefore, the driveway spacing along a Type A road will be reduced from 310' to 290' and the length of the decel lane will be reduced from 240' to 220' (the current length is 210'). The driveway spacing along a Type B road will be reduced from 290' to 270' and the length of the decel lane will be reduced from 220' to 200' (the current length is 190').
5 E	Reviewer A		Conditions in a community often exist where the driveways of adjacent lots must be located on the side of each lot adjacent to the common lot line. In these cases, only 10' – 14' would separate the pads on each of the lots, depending on the minimum side yards of that community, and 20' separation between driveways would not be achievable. Request either reducing or removing the minimum driveway separation.	There is already an allowance for the situation you describe. As shown in Table 2.10, these driveways can be exactly 10 feet apart if both mailboxes are located between them. Otherwise, they must 20' apart or more.
5 K	FDC Dev, p 4, B.27	Thoroughfare 2.05.K	Traffic study is required with a Specific Use Permit application for gated subdivisions and entrance must be set back 200' from roadway. > Increased engineering fees and difficulty with lot layouts/efficiencies with large setback for vehicle storage	As stated in the "Response to 2009 FDC Comments" document, we have already agreed to revert back to the 135' gate set back requirement (as a minimum) and require a traffic study to see if more stacking is necessary. The text will be modified to reflect this. The Director can waive the requirement for the traffic study if significantly more than the minimum stacking distance is provided.
2 6 B 6	FDC Eng, p 11, B.21	Thoroughfare	2.06.B.6 - Sidewalk easements (old requirement) remain a requirement adjacent to all roadway types. > Can the sidewalks be constructed within the ROW?	This section does not require an easement next to all roadway types, but instead requires that there must be at least 2' of ROW beyond the edge of the sidewalk, or if that is not possible, there must be 2' of sidewalk easement. Sidewalks along residential streets are always in the ROW, but sidewalks along major thoroughfares often leave the ROW (into an easement) due to various obstructions.

Packet Page -530-

AGENDA ITEM #32.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
2 6 B 14	FDC Dev, p 4, B.29	Thoroughfare 2.06.B.14	Where deemed necessary by the Director of Development Services, blocks > 800' shall be bisected by a 50' pedestrian easement. FDC previously voiced objections to the 50' minimum dimension policy for an open space area. > Additional sidewalk, open space dedication, and loss of lots. > Decision should be by Director of Engineering Services	This requirement will be modified so that a cut-through pedestrian easement is only considered when a non-rectangular block creates a continuous series of lot longer than 1,200' where access through the block would be beneficial for walking to a school, park, trail, or other part of the neighborhood. The 50' wide easement would not be an additional open space requirement because it counts towards the open space that would be required for the neighborhood in any case. The Engineering Department and the Department of Development Services always work closely with each other regarding the layout of new subdivisions. However, to simplify the authority matrix among these documents, the approval of the Director of Development Services will be removed from the Engineering Design Standards.
5 B 16	Reviewer A		The cost for existing retaining walls and bridge or culvert structures adjacent to a property to be developed that would be necessary regardless of the presence of a sidewalk should not be the responsibility of the developer. Request that these costs be removed from the sidewalk reimbursement calculation.	The intent of this language was to reimburse the City for the cost of just those structural elements required for the installation of the sidewalk, not for the cost of the bridge or culvert associated with the roadway. Since sidewalk bridges and culverts are rare, those items will be removed from the text to eliminate possible misinterpretation.
5 B 14a	Reviewer A		The potential requirement to provide pedestrian easements and sidewalk for blocks longer than 800' is vague. Request that further definition of these requirements be added to the Design Standards, or that this requirement be removed altogether	This requirement will be modified so that a cut-through pedestrian easement is only considered when a non-rectangular block creates a continuous series of lots longer than 1,200' where access through the block would be beneficial for walking to a school, park, trail, or other part of the neighborhood. (For example, an L-shaped block with two adjacent sides each with a length of 1,200' would create a 2,400' barrier to walking to the school on the other side.)
2 6 B	FDC Dev, p 4, B.28	Thoroughfare 2.06.B	Barrier free ramps required at all corners and mid point if blocks are greater than 600' with alleys access. Standard being applied currently. > Additional ramp construction cost.	This was not a new requirement, but was simply the codification of current policy. However, this language will be removed and the policy will be changed. BFRs will be explicitly required at every intersection (including elbow intersections), which, according to other rules, will be no more than 1,200' apart.
2 7 B	FDC Dev, p 5, B.30	Thoroughfare Table 2.12	Corner Visibility Triangles have increased for all major roads to 40' x 40' and will be dedicated as ROW (was 25'). > Additional ROW dedication required	This requirement is the codification of current policy and processes. The larger corner clip improves safety at major intersection by increasing the sight line visibility and also provides the City the necessary flexibility to locate utilities, traffic signal equipment, and the more extensive pedestrian facilities required by federal ADA requirements.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
2 9 B	FDC Dev, p 5, B.31	Thoroughfare 2.09.B	Traffic Signal Installation Warrant Study — who performs the study? What is the official City written policy on assessing developments and collecting escrow funds for intersections? Are all A-A, A-B, or B-B intersections required to have signals? > Developers are currently being required to escrow funds on a per quadrant basis	The traffic signal warrant study is typically performed by the developer as part of the TIA as required under Section 2.12.C.5 at the time of development. If a signal is not warranted at the time of development, the City typically performs the warrant study at a later date. The City's policy for assessing traffic signal escrow will be added to the text. Every A-A and A-B intersection is anticipated to have a traffic signal. B-B intersections may be anticipated to have a traffic signal, roundabout, or all-way stop depending on the surrounding roadway network and land uses.
2 9 B	FDC Eng, p 11, B.22	Thoroughfare	2.09.B - Traffic Signal Installation Warrant Study — who performs the study? > What is the official City written policy on assessing developers and escrowing funds for intersections?	The traffic signal warrant study is typically performed by the developer as part of the TIA as required under Section 2.12.C.5 at the time of development. If a signal is not warranted at the time of development, the City typically performs the warrant study at a later date. The City's policy for assessing traffic signal escrow will be added to the text.
0 A 5	FDC Dev, p 5, B.32	Thoroughfare 2.10.A.5 & B.5	Street light fee reimbursement required if the City installed lighting on A or B thoroughfares. > Additional development cost for lighting previously installed	The requirements of this section are not different from the standards which have been in place since 2001. The only change is that language has been added to clarify and codify what the process for charging the fee has been over the last decade. This is not a new cost to the developer.
2 10 E 5	FDC Dev, p 5, B.33	Thoroughfare 2.10 E.5	Nonconforming luminaires may have to be replaced if they are not available or cannot be matched. > Puts burden on developer for past installations by City/CoServ; potential additional street lighting cost	This requirement is not different from the standards which have been in place since 2001. This language is simply being moved from the Subdivision Ordinance to these standards. No additional cost is incurred by the developer at the time of development under this requirement: Either you match the prior non-conforming luminaires, or if unavailable, you install the current standard. There is no requirement to change the existing adjacent non-conforming lights. (Whoever maintains the non-conforming lights may have to replace broken individual lights at some point in the future.)
2 12 E 3	FDC Dev, p 5, B.34	Thoroughfare . 2.12.E.3	TIA's have 9 day schedule for the initial review period. > Can a similar methodology be applied to engineering plan submittals for more timely processing?	The 9-day schedule is a holdover from when the TIAs were reviewed by an outside consultant years ago, but they are now reviewed by City staff. The 9-day schedule will be removed from the TIA standards. However, staff will continue to work with developers to review TIAs (and development plans) as quickly as possible based on the demands on our resources. (TIA reviews are typically tied to P&Z meeting schedules.)
2 12 E 3	FDC Eng, p 11, B.25	Thoroughfare	2.12.E.3 - TIA's have 9 day turnaround for the initial review period. • Is this being performed by an outside consultant? Can a similar methodology be applied to development plan submittals to establish review time limits?	The 9-day schedule is a holdover from when the TIAs were reviewed by an outside consultant years ago, but they are now reviewed by City staff. The 9-day schedule will be removed from the TIA standards. However, staff will continue to work with developers to review TIAs (and development plans) as quickly as possible based on the demands on our resources. (TIA reviews are typically tied to P&Z meeting schedules.)

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
2 12	FDC Eng, p 11, B.24	Thoroughfare	2.12 — TIA requirements are now contained in engineering standards instead of the zoning ordinance. It is still performed at the zoning stage (or Thoroughfare Plan amendments) and required for land use's that trips exceed 2,500 or more vehicle trips per day or 0.75 FAR or greater for zoning cases. Typically, not required for residential development, but could be required for > 100 trips per peak AM/PM hour	No response necessary.
	FDC Dev, p 4, B.20	Thoroughfare Table 2.6 & 2.7	Storage lengths have increased for right turn and decel lanes for A/B Thoroughfares. Tangent length between right turn lane taper and adjacent curb return is increased to 40'. Right & left turn lane standards/spacing need to be compared concurrently. > Increased subgrade and paving costs	A longer tangent between the curb return of a driveway and the beginning of the taper for the decel lane for the next driveway increases safety and efficiency along the major roadway by preventing an abruptly undulating curb line. The storage lengths for right-turn lanes into public streets have not been increased from the current standards. The apparent difference is that they used to be referenced to the ROW line but are now referenced to the face of curb. The length remains the same for turn lanes onto Type A or B roads, but the length for turn lanes onto residential streets has actually decreased by 12'. The storage length of decel lanes into private driveways had been increased, but the standards will be changed to revert to the current storage length (80' from the curb return). Therefore, the length of the decel lane along a Type A will be reduced from 240' to 220' (the current length is 210'). The length of the decel lane will be reduced from 220' to 200' (the current length is 190'). The length of left-turn lanes has not changed from the current 2001 standards.
2	Reviewer D	Thoroughfare, Pavement	There seems to be a lot of confusion on jobs regarding the fire lanes. In the pre-con meetings it is always stated by the inspector that fire lanes fall under the subgrade; however, fire lanes are not referenced in the ordinance. Borings, moisture conditioning, etc. aren't required, but "the ordinance" comes up when it comes to lime. It would be helpful if this item could be addressed by the ordinance.	Fire lane requirements have now been included with the same design requirements as local streets. Refer to Section 3 for Pavements and Subgrades.
3 3 D 6	Reviewer D	Pavement/ Subgrade	Comment 3: Compressive Strength Testing The new standard does not reference compressive strength tests. Has this testing requirement been eliminated?	Yes, it has been removed.
3 3 I	Reviewer D	Pavement/ Subgrade	Comment 4: Section 3.03, Item I Can alternative subgrade treatment designs utilizing weathered shale be submitted per Item I for sites where 1) weathered shale is present at shallow depths; and 2) light brown or dark brown clays are not present in suitable quantities? (i.e. In Section 3.03, does Item I supersede Item E?)	Weathered shale is addressed by the requirement of 3.03.E and states the City's requirement for removal and replacement. The provision for alternate subgrade treatement designs provides the geotechnical engineer an opportunity to

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
3 3	Reviewer D	Pavement/ Subgrade	Comment 1: Shaley Clay Would it be possible to add the following "(commonly referred to as shaley clay)" to the engineering standards? Example: Section 3.03 E. E. Weathered Eagle Ford formation shale (commonly referred to as shaley clay)….. I understand that you have had this discussion numerous times, and I am aware of the City's position regarding the term "shaley clay". However, the term "shaley clay" is commonly used in the industry. I often have this discussion with clients and contractors, and the common response to me is, "It doesn't say that in the ordinance." The City of Midlothian has a similar subgrade ordinance, and they have included this phrase for clarification	The City is comfirtable with the current wording. The geotechnical engineer is responsible for accurate classification of the soils on a project site, as well as to provide appropriate recommendation for treatment of the soils to achieve project goals and comply with City requirements. Eagle Ford shale should be properly identified by the geotechnical engineer.
3	Reviewer D	Pavement/ Subgrade	Comment 5: Plasticity Index Testing Is PI testing an acceptable alternative to pH testing? In the past, we have performed PI verification tests alongside pH tests. Where a pH test falls slightly below the 12.4 (i.e. 12.31, 12.25,…), a PI test showing that the PI of the soil has been reduced to less than 15 provides a good indication that the lime stabilization has in fact been performed adequately.	Both tests as well as field observation will be used to determine compliance.
3 4 D 1	FDC Dev, p 5, C.2.a	Pavement & Subgrade 3.04.D.1 & 2	Type A — concrete thickness increased 1" to 9" plus the addition of a 2" HMA Interlayer between pavement and lime subgrade. An alternate of 4" cement treated base and geotextile fabric can be used. > Increased paving costs	HMA layer is one of two alternatives. Concrete thickness has increased as a result of pavement design parameters.
3 4 D 1	FDC Dev, p 5, C.2.b	Pavement & Subgrade 3.04.D.1 & 2	Type B — concrete thickness remained at 8", but the 2" HMA Interlayer between pavement and lime subgrade was added. As an alternate, 4" of cement treated base and geotextile fabric can be used. > Increased paving costs	See above
3 4 D 1	FDC Dev, p 5, C.2.c	Pavement & Subgrade 3.04.D.1 & 2	c) Moisture Conditioned subgrade in the Eagle Ford formation varies from 48" to 96" based on the % "Swell" of the soil.	Yes, this is the same as current Subgrade Ordinance.
3 4 D 1	FDC Dev, p 5, C.2.d	Pavement & Subgrade 3.04.D.1 & 2	d) Commercial collectors remain at 7" and residential collectors/local roads remain at 6" in thickness.	No change from current requirements.

Packet Page -534-

AGENDA ITEM #32.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
3 4 D	FDC Eng, p 12, C.1	Pavement/ Subgrade	The existing subgrade ordinance has been included and is contained in this section; however pavement design thickness has been increased for Type A and B Thoroughfares. > What is the rationale/basis for the increase in paving thickness design? The approach for increasing thicknesses for a large design section is comparable to a TXDOT standard	The pavement design and thicknesses are based on inputs using the 1993 AASHTO Pavement Design Guide in accordance with the Pavement Design Catalog prepared by The Transtec Group in 2009.
3 4 D	FDC Eng, p 12, C.2	Pavement/ Subgrade	(Hot Mix Asphalt) "Interlayer" or type of asphalt. > Define materials — basis for adding to design section?	Will modify for clarity.
3 4 D	FDC Eng, p 12, C.3	Pavement/ Subgrade	Thoroughfare class for Type "G" - left out of table.	Will add Type "G". Will also add fire lanes and alleys.
4 D	Reviewer D	Pavement/ Subgrade	Comment 2: Figure 3.1 (8.1) vs. Pavement Design Catalog When plotting average swell potential on Figure 3.1 (8.1), the maximum depth of moisture treatment is 6.5 feet for residential streets. Per the Pavement Design Catalog, the maximum moisture conditioned subgrade thickness is 70 inches for an average swell equal to or greater than 10%. Is it acceptable to only recommend 70”? Can you provide some clarification on this point?	Will modify for clarity and convert the chart to a table. Pavement Catalog will be matched to table.
	FDC Dev, p 5, C.1	Pavement & Subgrade	The existing subgrade ordinance has been included and is contained in this section; however pavement design thickness has been increased for Type A and B Thoroughfares. > What is the design rationale/basis for the increase in paving thickness?	The pavement design and thicknesses are based on inputs using the 1993 AASHTO Pavement Design Guide in accordance with the Pavement Design Catalog prepared by The Transtec Group in 2009.
4 0	Reviewer E		No guidance given regarding Frisco preference for use of combination inlets, grate inlets, recessed vs non-recessed, depressed vs non-depressed. G3Also would like guidance on use of median inlets for superelevation, etc.	The design standards will be revised to define inlet types. Recessed inlets will be required for Type A - D thoroughfares and curb inlets will be required for Type E - G thoroughfares.
4 1 D	FDC Dev, p 5, D.1	Drainage 4.01.D	General section has new requirement that it is the responsibility of the engineer demonstrate no adverse impacts on surrounding tracts and downstream property. > Concern the requirement is open ended and will result in higher engineering/surveying fees	This requirement is the standard of care and is consistent with current City policy. The City requires a pre-development meeting where adverse impacts and site issues may be discussed. Refer to Section 4.03 for the definition of Adverse Impacts.
4 1 E	FDC Dev, p 6, D.2	Drainage 4.01.E	4.01.E - City's base models to be used for development along floodplains; if none available, engineer shall provide in accordance with the City standards. > Increase in engineering fees to create mode (s) if one is not available	This is consistent with current city policy. The City provides models for the majority of the tributaries within the City. If a model is not available, the engineer shall provide a model in accordance with City standards.
4 1	FDC Eng, p 12, D.3	Drainage	Table 4.1 - Runoff coefficients and inlet times in table have been revised. Low density residential is deleted. > Should this be left in for applicable existing land uses?	The tables are guidelines. Section 4.b.2 allows the Engineer to submit a weighted/custom C factor with the appropriate justification. This will be revised to clarify.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
4 2 B 2	FDC Dev, p 6, D.3.a	Drainage Table 4.1	Runoff coefficients and inlet times revised in table. a) Low density residential was deleted? > Should this be left in if applicable to an existing land use?	The tables are guidelines. Section 4.b.2 allows the Engineer to submit a weighted/custom C factor with the appropriate justification. This will be revised to clarify.
4 2 B 2	FDC Dev, p 6, D.3.b	Drainage Table 4.1	Two Family, Patio Home and Town Home inlet time reduced to 10 min. which will increase runoff. > Increase in runoff quantity will lead to increased drainage system cost and detention pond size.	The density is similar to multi-family. The tables are guidelines; however, a different value may be used if the engineer provides appropriate justification. This will be revised to clarify.
4 2 B 2	FDC Dev, p 6, D.3.c	Drainage Table 4.1	c) Park Area inlet time increased from 15 to 20 min	The tables are guidelines; however, a different value may be used if the engineer provides appropriate justification. This will be clarified in the standards.
2 B 2	FDC Dev, p 6, D.3.d	Drainage Table 4.1	d) Undeveloped category added: 0.3 coefficient and 20 min, inlet time	The tables are guidelines; however, a different value may be used if the engineer provides appropriate justification. This will be clarified in the standards.
2 C 1	Reviewer C	Drainage	In the sheet flow equation, suggest adding 2-yr, 24-hour rainfall value so it is consistent from project to project. Old City of Dallas manual used same equation and stipulated that 2-yr 24-hr was 4" for calc purposes	Formulas have been provided to allow the engineer to calculate 2-year, 24-hr rainfall depth. The definition will be modified to include the 2-year depth.
2 C	Reviewer C	Drainage	Table 4.2 does not give a time to compare for maximum time of concentration	The tables are guidelines; however, a different value may be used if the engineer provides appropriate justification. This will be revised to clarify.
4 2 D	FDC Eng, p 12, D.6	Drainage	4.02.D -New Rainfall intensity rate calculations — appear similar to previous graphed rates. > Rationale for change?	The City desires to move away from graphs that are subject to interpretation and to require calculations that allow for consistency between future submittals.
4 2 D	Reviewer E	Drainage 4.02.D	In no case shall the inlet time be LESS than the time shown in Table 4.2 (revise "more" to "less")	The tables are guidelines. The change was made for consistency.
4 2 E	FDC Dev, p 6, D.5	Drainage 4.02.E	If> 200 acres, drainage is to be analyzed by Unit Hydrograph Method for a fully developed basin and assume no effects from upstream detention unless downstream assessment is performed and conditions are met. > Concern on being required to overdesign on-site drainage systems	Refer to Section 4.02.F. The design engineer may take upstream detention into account if the hydrologic and hydraulic information for the existing upstream ponds are shown on the construction plans and can be verified by record drawings or a record survey. An emergency overflow path shall be identified or site to convey potential overflow in case the upstream detention pond fails. If a undeveloped upstream property exists, the Engineer shall assume fully developed conditions without detention for the undeveloped upstream propert unless a downstream assessment shows the downstream facilities cannot conve fully developed peak flows.
4 2 E	FDC Dev, p 6, D.5	Drainage 4.02.E	Approach method should be discussed with the City including whether a large regional detention facility is pertinent. > Major concern on whether City will obtain land from a developer for a regional facility - clarification is needed.	This statement will be deleted from the document.

Packet Page -536-

AGENDA ITEM #32.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
4 2 E	FDC Eng, p 12, D.7	Drainage	4.02.E -HEC-HMS Modeling to be utilized or obtain approval from Engineering Services	No response necessary.
4 2 F 1	Reviewer E	Drainage 4.02.F.1	"… confirm the hydrologic and hydraulic effects of upstream facilities in accordance with Section 4.10." This section does not seem related. Check reference.	Cross references will be revised as necessary.
4 2 F	FDC Dev, p 6, D.6	Drainage 4.02.F	Upstream Off-Site Acreage: a) "May" take into account upstream detention if verified by record drawings or record survey; b) If undeveloped, assume fully developed condition without detention, unless it can be proved in the downstream assessment that it cannot convey the fully developed flows. > Concern on upsizing of all on-site drainage facilities. Potentially a development would have to account for upstream flows at a fully developed condition.	If a downstream assessment shows that the downstream system can convey fully developed flows, underground conveyance shall also be provided for the future upstream development. If a downstream assessment shows that the downstream system cannot convey fully developed flows and detention is required, an emergency overflow path shall be provided for the upstream fully developed flow.
2	FDC Dev, p 6, D.4	Drainage 4.02.0	Time of Concentration calculation now by SCS method (Sheet flow, Shallow Concentrated Flow, and Open Channel Flow). There are occasions when a time of concentration will be larger than the times listed in the table — is this allowable? > Lower time of concentration results in higher runoff quantity of stormwater and larger drainage infrastructure.	The tables are guidelines; however, a different value may be used if the engineer provides appropriate justification. This will be revised to clarify.
2	FDC Eng, p 12, D.1	Drainage	4.02 - Rational Method — 200 acres or less (same as old standard)	No response necessary.
4 2	FDC Eng, p 12, D.2	Drainage	4.02.B - Runoff coefficients shall be based on future land use plan. > Clarification needed to address if detention occurs upstream at a lower runoff rate	If a downstream assessment shows that the downstream system can convey fully developed flows, underground conveyance shall also be provided for the future upstream development. If a downstream assessment shows that the downstream system cannot convey fully developed flows and detention is required, an emergency overflow path shall be provided for the upstream fully developed flow.
4 2	FDC Eng, p 12, D.4	Drainage	4.02.0 - Time of Concentration calculation now by SCS method (Sheet flow, Shallow Concentrated Flow, and Open Channel Flow). Values cannot be "less" than table values. > In error — revise to "more" than? See No. 5 below. There are occasions when a time of concentration will be larger than the times listed in the table. > How is this handled, is it allowed, or is this a waiver? Second table — revise to Table 4.2 (4.1 is used twice), check all reference	Cross references will be verified and revised as necessary. A different value may be used if the engineer provides the appropriate justification. This will be revised to clarify.
4 2	FDC Eng, p 12, D.5	Drainage	4.02 - Sections C and D contradict each other with one indicating "no less than" and indicating "no more than" the inlet times. Revise references in sections 4.02.0 & D.	Cross references will be verified and revised as necessary. A different value may be used if the appropriate justification is provided. This will be revised to clarify.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
4 3	FDC Dev, p 6, D.7	Drainage 4.03	Downstream Assessment required to be submitted with the construction plans. > Additional engineering and surveying costs may be incurred by developer, plus potential longer schedules for initial submittal	This requirement is the standard of care and is consistent with current City policy. If no downstream assessment is performed, the development will be required to detain to existing for all storm events.
3	FDC Eng, p 12, D.8	Drainage	4.03 - Downstream Assessment required to be submitted with the construction plans. Requirements are listed for the assessment: a) no increase in flooding structures; b) no increase in water surface elevations unless contained in existing channel, roadway, drainage easement, and ROW; c) quantity of flow that exceeds downstream capacity; d) no increase > 5% in channel velocities, etc. Zone of Influence (downstream point) is where proposed development has no adverse impact. a) The 10% rule is defined but limited to 20 acres (10% of the total drainage area); b) All other locations are defined by the engineer's detailed modeling.	No response necessary.
3	FDC Eng, p 12, D.9	Drainage	Figure 1 — Downstream Assessment Flow Chart Box No. 3. > How was the 20 acre limit determined as the maximum acreage?	20 acres is 10% of 200 acres, which is the limit for Rational Method and works in concert with 10% rule.
4 A 2	Reviewer E	Drainage 4.03.b and 4.04.A.2	Specify that dry lane requirements apply which storm frequency (100 yr?). Ensure consistency between 4.03.b; 4.04.A.2; 4.07.A	This is consistent with current City policy.
4 4 A	FDC Eng, p 12, D.10.a	Drainage	4.04/A.1.2 — Old requirement of: a) Type A Thoroughfare - 21' of "dry" pavement for a 36' road — why? With current standards, water can only be 3.6" deep at curb during a 100-year event. > Can requirement be revisited to allow water to be curb depth on 36' roadway width (6" depth at curb allows one lane to remain dry)	A 9 foot dry lane in each direction will be required for Type A, B, C and D thoroughfares, with a maximum depth to top of curb (6"). This will be revised to clarify.
4 4 A	FDC Eng, p 12, D.10.b	Drainage	b) Type B Thoroughfare - 9' of "dry" pavement similarly allows water to only flow 3.6" deep at curb.)=. Reconsider allowing runoff to flow curb height, water in the outside lane would be 0— 3" deep during a during a 100 year event and is still passable	A 9 foot dry lane in each direction will be required for Type A, B, C and D thoroughfares, with a maximum depth to top of curb (6"). This will be revised to clarify.
4 4 B 2	FDC Eng, p 13, D.11	Drainage	4.04.B.2 - Add Type "G" thoroughfare	The standards will be revised to include Type G.
4 5	FDC Dev, p 6, D.8	Drainage 4.05	Alley capacity reduced to edge of pavement. > Increases alley inlets and storm piping.	This is consistent with current policy.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
4.07 A	Reviewer C	Drainage	In section 4.07A there is a formula presented for determining maximum Q based on an allowable ponding width. This is similar to Manning but not exact. I have used the attached equations, which I think are related to yours but they solve directly for depth which can be used to get actual ponded width and are easier to put in a spreadsheet. Getting depth directly from Manning for a given Q is an iterative process, so somewhere in the past an assumption or two was made to come up with this direct solution equation. I prefer the equation you have in the new manual and think you may want to add the one attached. I checked a few dimensional-Q relationships and appeared to get the same answers. It is not as conservative as manning but I think the 0.0175 n value is very conservative for monolithic concrete thoroughfares (no on-street parking). See scanned PDF for equations	An additional equation will be included and will include an alternative version of the equation proposed, which is already included in 4.07.C.2 and solves for yo. This uses variables already defined.
4.07 F	FDC Eng, p 13, D.13	Drainage	Figures 2 & 3 - Spread sheets are referenced - were not included in the document for review	The PDF will be provided.
4.07	FDC Dev, p 6, D.9	Drainage Figures 2 & 3	Spread sheets are referenced but were not included in the document. In general, the drainage spreadsheets involve more detailed design & supporting calculations for the City to review. > Potential for additional engineering fees and longer review time by the City	The PDF will be provided.
4.07	FDC Eng, p 13, D.12	Drainage	4.07 - Formulas are now provided for inlet capacity as opposed to tables/values listed in the old ordinance. Formulas appear to be accepted norms; however, a detailed design has not been performed using the new formulae	No response necessary.
4.08.3	FDC Dev, p 7, D.10	Drainage 4.08.3	Hydraulic Gradient — if connecting to an existing system, grade line shall start at the outfall of the existing line. > May cause upsizing of drainage facilities to account for downstream deficiencies	This requires the development to consider the downstream restrictions and design the site accordingly. This works as part of the downstream assessment.
4.08.C.1	FDC Dev, p 7, D.11	Drainage 4.08.C.1	Hydraulic Design — HGL must be below lime treated subgrade (2.3' to 2.4' +1- below tic for A/B Thoroughfares and 1.5' to 2' +/- below t/c for C/D. > May penalize the already expensive work in the Eagle Ford formation with larger and possibly deeper storm sewer and utility installations	The HGL shall be 1-ft below the top of curb (not below the subgrade). This will be clarified in the standards.
4.08.D	FDC Dev, p 7, D.12	Drainage 4.08.D	Lateral Design — must calculate HGL's for all laterals and inlets. > Additional engineering design cost	This is a best practice and standard of care.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
4 8 F 3	FDC Eng, p 13, D.14	Drainage	4.08.F.3 - Storm Drain minimum slope of 0.5%. > Rationale? This requirement may create difficulty for flat sites; and as diameter increases, velocities may also become too high. > Is there not a maximum velocity limit as long as the design is functional?	A slope of 0.5% is the minimum for constructability and maintenance purposes. If 0.5% cannot be met, the City will review and consider on a case-by-case basis. The minimum velocity is 2.5 fps.
4 8 F 3	Reviewer A		The optimal design for storm sewers often requires pipes to be placed at slopes flatter than 0.5%. Request this minimum pipe slope to be reduced	A slope of 0.5% is the minimum for constructability and maintenance purposes. If 0.5% cannot be met, the City will review and consider on a case-by-case basis.
4 8 G 3	FDC Dev, p 7, D.13	Drainage 4.08.G.3	Manholes required at locations where pipe size changes or slopes change. > Overdesign for frequency of manholes and would add numerous additional manholes to the project design and may increase storm pipe size — increased construction cost.	This is consistent with current practice and industry standards. For maintenance purposes, 500-ft is the maximum spacing. The requirement for manholes at pipe size and slope changes will be amended to state 'unless otherwise approved by the Director of Engineering Services.'
8 G 3	Reviewer A		This requirement as written suggests that manholes are required at each pipe size or slope change. Request clarification that manholes shall be placed at these locations only when required per Section 4.08.G.1-2.	This is consistent with current practice and industry standards. For maintenance purposes, 500-ft is the maximum spacing. The requirement for manholes at pipe size and slope changes will be amended to state 'unless otherwise approved by the Director of Engineering Services.'
9 A 2	Reviewer A		Given that the maintenance responsibility for detention facilities is to be dedicated to the City by a drainage easement, the maintenance plan should be the responsibility of the City. Request removing this requirement from the Design Standards.	This requirement will remain. Development of the plan and ongoing maintenance is the responsibility of the property owner. Easement dedication DOES NOT imply that the City will perform maintenance, simply that the City has the ability to do work if required.
9 D	FDC Eng, p 13, D.15	Drainage	4.09.D - Modified Rational Method can be used for detention if less than 20 acres; otherwise Unit Hydrograph Method — new requirement.	No response necessary.
4 9 E 5	FDC Eng, p 13, D.16	Drainage	4.09.E.5 - Ponds must incorporate emergency spillways — new requirement	This is a best practice and standard of care.
4 9 E 7	FDC Dev, p 7, D.15	Drainage 4.09.E.7	If greater than 320 acres, a de-silting basin must be included > Additional land requirement.	This is an existing requirement, but will be removed from the new Standards.
4 9 F	FDC Dev, p 7, D.16	Drainage 4.09.F	Dams must meet TCEQ requirements. > Potential for additional engineering, construction cost, and schedule delay if reviewed through the state.	This is state law; however, Section F text will be revised to reference TCEQ. This will be clarified in the standards.
4 9 F	FDC Dev, p 7, D.17	Drainage 4.09.F	Permanent retention pools must obtain TCEQ water rights permit. > Additional cost and schedule delays to process water rights application through state	This is a state requirement for impounding water. The developer shall obtain a letter from TCEQ stating the permit is not required.

Packet Page -540-

AGENDA ITEM #32.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
4 9	FDC Dev, p 7, D.14	Drainage 4.09	Detention/Retention Facility Design is rewritten to more stringent standards and requires detention anywhere the undeveloped runoff rate is exceeded (i.e., any development), unless it can be shown downstream facilities are adequate (i.e., existing TxDOT facilities, piping designed without upstream detention, creeks that have been modeled to receive ultimate development flow, etc.). Under the old standard, residential runoff (C = 0.55) was acceptable; now you must detain to an undeveloped condition (C = 0.30). > May increase drainage infrastructure cost, size of detention ponds, amount of land required, and associated engineering, surveying, etc.	4.09.A.1 will be amended to state : Detention will be required based on the results of a downstream assessment. Sites without a downstream assessment will be required to provide detention to undeveloped runoff rates in the 2, 5, 25, and 100-year events.
0	FDC Dev, p 7, D.18.a	Drainage 4.10	Miscellaneous Drainage Requirements a) Lot pad elevations shall be 12" minimum above top of curb. > Creates grading problem where lots slope away from street or home is located below top of curb. Type "C" grading would be difficult to do.	This is a minimum requirement. Type "C" grading will only be allowed with City approval. Types "B" and "C" may only be considered when they back to an easement or alley. This will be clarified in the standards.
0	FDC Dev, p 7, D.18.b	Drainage 4.10	b) Detention structures under fire lanes must be reinforced concrete. Although an existing requirement, a majority of the newer underground systems are plastic or metal. > If privately owned and maintained, the developer should be allowed to choose the materials of construction.	Will clarify and remove "Detention Facilities" from 4.10.B.2. Any structure under a fire lane must be designed to withstand applicable loadings, including loading of a fire apparatus.
4 10	FDC Dev, p 7, D.18.c	Drainage 4.10	c) "No development shall be allowed within the fully developed 100-year flood plain", yet section 4.15 is referenced for construction allowed in reclaimed floodplain. > These statements can be misleading and should be clarified	If it's reclaimed, the land is no longer in the floodplain. Refer to Section 4.10 and 4.15. Section 4.10.d will be deleted. This will be clarified in the standards.
4 10	FDC Eng, p 13, D.17	Drainage	4.10 - Miscellaneous Drainage Requirements a) Depicts three lot grading patterns; however, no lot to lot drainage is allowed. > Provide note that Types B and C are only allowed if backing to an alley, street, or open space area. b) IRC publication Section 401.3 is referenced for additional lot grading requirements. Can a link be provided or include the document in the appendix?	This is a minimum requirement. Type "C" grading will only be allowed with City approval. Types "B" and "C" may only be considered when they back to and easement or alley. This will be clarified in the standards.
4 11 11	FDC Dev, p 8, D.20	Drainage 4.11.11	Minimum slope for excavated channels is 1.0%. This blanket requirement will alleviate standing water, but may create higher velocities and potential erosion problems. > Impacts site design and may create difficulties with a flatter site	If less than 1%, a pilot channel may be required. Refer to Section 4.11.h.
4 11 B	FDC Dev, p 7, D.19	Drainage 4.11.B	Unlined gabion channel bottoms shall not be allowed. > More expensive construction	This requirement will be removed.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
4 11 K	Reviewer E	Drainage 4.11.K	Clarify how Scenarios 1-3 relate back to 4.11.K	Erosion Control Hazard setback will be established based on 4.11.K.1. Section K.2 will be removed. The scenarios are intended to show how the setback can be located outside the 100-year fully developed floodplain and access area (scenario A), inside the 100-year fully developed floodplain (scenario C), or it can overlap the boundary of the floodplain and access area (scenario B).
4 12 D	FDC Dev, p 8, D.21	Drainage 4.12.D	Provide survey data 100' upstream and downstream for culverts. > Potential for additional surveying.	The specific survey requirement will be removed; however, the engineer is responsible for providing adequate information necessary to properly analyze outfalls. This requirement is consistent with current engineering best practices.
4 12	FDC Eng, p 13, D.18	Drainage	4.12.0 - Culverts — no minimum freeboard requirement; however, an emergency overflow path shall be identified and provided on construction plans — new	This requirements is consistent with current engineering best practices and standard of care.
3	FDC Eng, p 13, D.19	Drainage	4.13 - Bridge Design Hydraulics section - expanded and revised	No response necessary.
6	FDC Eng, p 13, D.20	Drainage	4.16 — Two phase erosion/sedimentation control plans for pre and post construction - new	This will be clarified in the standards.
L 4	FDC Dev, p 8, E.3	Water-Wastewater 5.14	Average daily water demand has increased substantially and appears high for an "average". > Is this historically based? A residential rate of 230 gallons per day per person is a 1.5x higher than the 150 gpcd "rule of thumb". > Is a majority of the increase irrigation related? > What water conservation measures have been instituted by the City for future usage rates to be reduced?	The demand has been increased to what historical experience has been and is based on City of Frisco Water Master Plan. It is likely that the increase is irrigation-related. Numerous water conservation measures have been instituted by the City. While these have slowed the rate of increase, no decrease has yet been observed in peak water demand.
5 1 5	FDC Dev, p 8, E.4	Water-Wastewater 5.1.5	Water pipe sizing does not appear to be affected for a less than 100 lot single family residential development, with 8" internal/12" distribution lines in collector streets being required, If larger than 80,000 gal/day demand, a water analysis is required. > May result in larger line sizes and additional engineering fees for water modeling. > Will City provide for reimbursement for over sizing of mains larger than 12'?	The Standards do not require water modeling and analysis, but the information required for an analysis may be required if requested by the City. Currently, the costs of a water system analysis are being borne by the City. Where larger sizes are needed for supplying a specific property, the costs are borne by that project. For water mains shown in the Master Plan, impact fee credits are available.
5 1 7	FDC Dev, p 8, E.5	Water-Wastewater 5.1.7	Minimum 1" residential service line and meter (same as previous). How does this factor into impact fee calculations if this is the minimum size allowed and the service unit is defined as a 5/8" meter that is not allowed? > Will impact fees be 2.5x the value shown for the smaller meter when assessed	1" is the minimum and the Impact Fees show no cost difference from 5/8" to 1". Impact fees will be assessed by meter size according to current ordinance.
5 1 8 B	FDC Eng, p 13, E.2	Water-Wastewater	5.1.8.B - Air release valves now required if the water main is larger than 12", and blow off (drain) valves for 16" and larger water mains — revised, follow accepted practices	This is consistent with current requirements and a best practice.

Packet Page -542-

AGENDA ITEM #32.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
5 1 8	FDC Dev, p 8, E.6	Water-Wastewater 5.1.8	Valve spacing for larger butterfly valves should not have the same 500' to 600' spacing requirement as isolation gate valves. > Potential additional valve cost	Isolation valves on water mains in undeveloped areas are required at 1200' apart. 5.1.8.A.8
5 1 9	FDC Dev, p 8, E.7	Water-Wastewater 5.1.9	Fire Hydrants a) 10' min from curb returns (new); b) Leads exceeding 100' shall be looped (new); c) Multi-family spacing decreased from 400' to 300'; d) No commercial spacing requirement, but other guidelines have to be met. > Potential additional water system cost	This is consistent with current requirements and practice. The Fire Department requires 300-ft maximum spacing.
l 9	FDC Eng, p 13, E.3	Water-Wastewater	5.1.9 - Fire Hydrants: a) 10' min from curb returns - new standard; b) Leads exceeding 100' shall be looped — new requirement; required where ROW > 100'?; c) Multi-family spacing decreased from 400' to 300' - new; d) No commercial spacing requirement, but other guidelines have to be met.	This is consistent with current requirements and practice. The Fire Department requires 300-ft maximum spacing.
l 11	FDC Dev, p 8, E.8	Water-Wastewater 5.1.11	Commercial property and Multi Family water service lines must have backflow prevention (not sure if this covered under the old standards or is new). > Potential additional water system cost	This is consistent with current requirements and practice.
5 1 12	FDC Eng, p 13, E.4	Water-Wastewater	5.1.12 - Automatic Flushing Valves. • Require expensive installation and way to drain. Are they required for 20 'pipe joint temporary dead ends for future extension (typically isolated & valved off)? Can a distance and/or time element be established for a water line extension?	This will be clarified. These are not required for temporary dead ends for future extensions.
5 1 A	FDC Dev, p 8, E.1	Water-Wastewater 5.1.A	Private fire service lines designed to these standards and NFPA 24. > Additional standard to verify — can a link be provided and/or included in appendix	A link is not available. The Design Engineer is responsible for complying with the standard and this is consistent with current requirements.
5 1 E	FDC Dev, p 8, E.2	Water-Wastewater	Dead end water mains are now required to have automatic flushing valves > Specified units are expensive to install and require the installation to drain. Better define when and where these are required	Units are required at dead-end mains. Use of auto-flush improves water quality in distribution system and reduces City's O&M costs (staff time, water loss). Alternative is to provide a looped water system.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
5 1 E	FDC Eng, p 13, E.1	Water-Wastewater	5.1.E - Dead end water mains are now required to have automatic flushing valves. Are they required at the end of cul-de-sac's? What if no storm drain system is available (i.e., located at the top of a hill)? > Provide more definition of when/where they are require to be installed	Yes, flushing valves are required for cul-de-sacs. Discharge can be to storm sewer or drainage ditch. This will be reviewed on a case-by-case basis.
5 2 2 A	FDC Dev, p 9, E.9	Water-Wastewater	Wastewater mains shall be designed as straight as possible between manholes. • Potential additional manhole cost for subdivisions with curved streets	Sewers can follow curvature of street subject to maximum deflections at joints (see spec). This is consistent with current requirements. 5.2.2.B has been revised to clarify.
2 2 A	FDC Eng, p 13, E.5	Water-Wastewater	5.2.2.A - Wastewater mains shall be designed as straight as possible between manholes. Note: "Horizontal Curve Minimum Slope " column removed from Min./Max. Grades for Wastewater Mains Table 5.3. Section 5.2.8.0 lists 300' max spacing along curves? > Are curved sewers allowed? For larger radius streets, curves should be allowed	Sewers can follow curvature of street subject to maximum deflections at joints (see spec). This is consistent with current requirements. 5.2.2.B has been revised to clarify.
2 2	Reviewer A		Request clarification that curved sewers are allowed	Sewers can follow curvature of street subject to maximum deflections at joints (see spec). This is consistent with current requirements. 5.2.2.B has been revised to clarify.
5 2 4	FDC Dev, p 9, E.10	Water-Wastewater	Wastewater flows per person have increased slightly, however, new peaking factor of 4 is adopted (old factor was 3). How will the impact of downstream lines that were designed on the old peak factor basis be addressed by the City? • Potential for larger sanitary sewer lines due to higher peak factor. • Developer may be required to perform off-site improvements downstream	TCEQ states that the wastewater collection system must be designed to handle the peak dry weather flow, plus infiltration and inflow. Chapter 217 Subchapter C – Conventional Collection Systems, Rule 217.53 – Pipe Design, Section (a)(1) An owner must design a wastewater collection system to handle the transport of the peak dry weather flow from the service area, plus infiltration and inflow. Typically peaking factors range from 3 to 4. Infiltration and Inflow is difficult to estimate without performing a detailed study of the service area with flow monitoring during rain events. Previous versions of TCEQ stated to use a peaking factor of 4, if no historical information was available to justify a different peaking factor. TCEQ does indicate using a peaking factor of 4 under the design requirements for treatment facilities. TCEQ Chapter 217 Subchapter B – Treatment Facility Design Requirements, Rule 217.32 – Organic Loadings and Flows, Section (a)(2) Peak flow. When site-specific data is unavailable, the instantaneous two-hour peak flow must be estimated by multiplying the permitted flow by a factor of 4.0 City of Frisco flow monitoring indicates that an actual peak factor of 3.9-4.0 or greater is currently being experienced. The City will continue to monitor flow

Packet Page -544-

AGENDA ITEM #32.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
5 2 4	FDC Eng, p 14, E.6	Water-Wastewater	5.2.4 - Wastewater flows per person have increased slightly, however, a new peaking factor of 4 has been adopted (old factor was 3). > How will the impact of downstream lines that were designed on the old peak factor basis be addressed by the City? D Will downstream off-site improvements be required by the City? At some point cumulative flow effect will overload existing wastewater system	See above.
5 2 5 B	FDC Eng, p 14, E.7	Water-Wastewater	5.2.5.B - City does allow peaks of less than 4 for 24" and larger trunk mains - reasonable	No response necessary.
5 2 6 A	FDC Eng, p 14, E.8	Water-Wastewater	5.2.6.A.1 - Wastewater Mains should be revised - add 4" size for wastewater laterals.	Service laterals are addressed in 5.2.7. 5.2.6.A.1 will be revised to include 4" in SDR 35 & SDR 26.
5 2 6 A	FDC Eng, p 14, E.9	Water-Wastewater	5.2.6.A - Guidelines are somewhat confusing for material use. Are some types of PVC profile wall pipe allowed	PVC profile wall pipe is not an approved material.
2 7 G	Reviewer A		Existing service laterals often complicate moisture conditioning rights of way where existing sanitary sewer is located. Request removing this requirement from the Design Standards.	This is a current requirement and practice.
2 8 C	FDC Dev, p 9, E.11	Water-Wastewater	Manholes required at 300' spacing along curves (was 400') plus at PC's and PT's (old requirement). Potential to add more MH's for curved layouts	Manholes at 300' improve ability to maintain in cost-effective manner.
2 8 F	FDC Eng, p 14, E.10	Water-Wastewater	5.2.8.F - Drop Manholes can be inside or outside drop in design guidelines — O.K	Internal drops will be removed from the standards and the Standard Detail deleted. Recent experience indicates corrosion of stainless materials inside the manhole is a concern for system O&M.
5 2 8 F	Reviewer A		Public Works has not recently allowed the use of internal drop connections, though they are often more easily constructed and maintained than external connections. Request confirmation that Public Works will allow the use of internal drop connections or removing the option from the Design Standards.	Internal drops will be removed from the standards and the Standard Detail deleted. Recent experience indicates corrosion of stainless materials inside the manhole is a concern for system O&M.
5 2 8 I	FDC Dev, p 9, E.12	Water-Wastewater	Manholes required on either side of aerial crossings and "by other than open cut" locations. • New requirement adds more MH's for major crossings	Requirement is consistent with current requirements and engineering best practices. Requirements reduce stream erosion and long-term maintenance needed.
5 2 10	FDC Dev, p 9, E.13	Water-Wastewater	Wastewater lift station section expanded - to include additional requirements: > Design report; > SCADA system (Owner to pay for all costs); > Bioxide injection system for odor control; > Other technical requirements; > Landscaping & irrigation; and > 8' tubular steel fence with 16' gate. • New requirements add additional engineering and construction costs	This is current practice. Current requirements for lift stations are now documented to allow for better planning by developers in initial stages of project design. City prefers gravity sanitary systems to the extent feasible.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
5 2 10	FDC Eng, p 14, E.11	Water-Wastewater	5.2.10 - Wastewater lift station section expanded - additional requirements,. • Design report — to be reviewed by City only (no TCEQ submittal)? • SCADA system (Owner to pay for all costs)	The City has review authority from TCEQ for sanitary sewer requirements. SCADA controls minimize City O&M costs and improve reliability. Cost to construct is part of private development costs.
5 2 11	FDC Dev, p 9, E.14	Water-Wastewater	Force Mains now required to have plug valves every 1000'. > Additional valve cost.	This is a TCEQ requirement and protects the health, safety, and welfare of the public.
5 3	FDC Eng, p 14, E.12	Water-Wastewater	5.3 - Reclaimed Water section added - new.	No response necessary.
5 4 B	Reviewer A		The dedication of easements by separate instrument is often required for offsite improvements. Request removing this requirement from the Design Standards.	Public infrastructure requires public easement. Requirement to remain as-is.
4 C	FDC Eng, p 14, E.13	Water-Wastewater	5.4.0 — Easements — to be dedicated by plat. Clarify unless they are located out of the platted area (by separate instrument)	This will be clarified. See 5.4.C
5	FDC Eng, p 14, E.14	Water-Wastewater	5.5 — 5.8: New sections added for: • Thrust Restraint; • Pavement Cut and Repair; • Trenchless Construction; and • Crossings (Highway, Railroad, and Creek),	No response necessary.
L A	FDC Eng, p 14, F.1	Landscaping	Section to cover Type A and B Thoroughfare landscaping requirements — new	This section is not new - it was moved from the Thoughfare Standards. It documents and clarifies the existing requirements for TY A and B (medians only). All other landscaping requirements are covered in the Zoning Ordinance.
6 1 A	FDC Eng, p 14, F.2	Landscaping	Landscaping for Type C or D Collectors — no requirements?	This section refers to median landscaping and C and D's do not have medians. Refer to Zoning Ordinance for landscaping requirements in the parkways.
6 2 F	FDC Eng, p 14, F.3	Landscaping	6.02.F conflicts with other sections on where trees should be located within ROW's. a) 6' minimum from curb in median may have to be removed later for street widening; b) 10' from curb could put tree in sidewalk; c) 10' from screening wall, sidewalk or overhead line could put too close to waterline behind back of curb, etc. D Needs to be rechecked/compared with other sections	6.02 revised to clarify that trees must be planted at least 6' from back of median curb and at least 4' from the edge of a pipeline. Requirement of "10-ft from curb screening wall" has been removed.
6 2 J	FDC Dev, p 9, F.1	Landscaping	Sodding of entire median - costly, are alternate methods acceptable? As an example, if 4 of 6 lanes are constructed on a Type A with widening to occur later, sodding is a major expense	This section applies to Type A and B roadways (medians) only. Sod will be required for erosion control measures post-construction. However, the limits of sod will be revised to specify 4-ft wide strips in medians and 2-ft wide strips in parkways behind the curb.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
6 2 J	FDC Eng, p 14, F.4	Landscaping	Sodding of entire median is costly, especially if only 4 of 6 lanes are constructed on a Type A with future widening to occur later — are alternate methods acceptable?	This section applies to Type A and B roadways (medians) only. Sod will be required for erosion control measures post-construction. However, the limits of sod will be revised to specify 4-ft wide strips in medians and 2-ft wide strips in parkways behind the curb.
6 3 B	FDC Eng, p 14, F.5	Landscaping	Spacing of trees from street lighting. > Is the minimum distance also 35' — needs to be defined	Tree spacing in median may vary based on median conditions and street lighting but will be revised to be 40-ft typical. City will provide review of proposed locations in field prior to planting to adjust if necessary.
6 3 B	FDC Eng, p 14, F.6	Landscaping	Street light conduit typically runs down the center of the median. > Consideration should be given to offsetting or staggering the tree placement	Street light conduit can be offset from center. City standard is for trees to be in the center. Figure 6.2 has been added to illustrate location of conduit, irrigation and tree planting location.
6 3 B	Parks		Tree spacing of 40' center-to-center would provide better tree spacing as trees mature. Reduces O&M costs for City as well.	Tree spacing will be revised to 40' typical.
?	FDC Eng, p 14, G.1	Irrigation	7.02.B indicates no private irrigation facilities shall be located in the City ROW. > What if it is owned & maintained by the local HOA	Private irrigation located inside ROW is responsibility of adjacent owner - 7.02.B has been revised. Refer to Subdivision Ordinance.
L	FDC Eng, p 15, H.1	Environmental	8.01 General section should be expanded to add "or developer" must provide proof of compliance. In certain instances the developer hires a separate firm or performs their own SWPPP	Agree. Design Engineer has been changed to Owner.
	FDC Eng, p 15, H.2	Environmental	Best Management Practices section contained within NCTCOG website - provide link	A link will be provided to NCTCOG iSWM permanent BMPs.
9 3 A	Reviewer B	Structural	9.03.A "Field investigation and geotechnical testing shall be performed to provide engineering data adequate for the Design Engineer to rely upon for the design of all pavements, foundation, and structures, including but not limited to bridges, retaining walls, headwalls and wing walls, culverts. slopes and embankments, pavement, and screening walls. Revise to "Field investigation and geotechnical testing shall be performed to provide engineering recommendations to guide the Design Engineer for the design of all pavements, foundation, and structures, including but not limited to bridges, retaining walls, headwalls and wing walls, culverts, slopes and embankments, pavement, and screening walls."	This will be revised to clarify intent. The City intends for geotechnical field work and engineering to be done in accordance with the standard of care taking into account local experience and conditions. The geotechnical recommendations establish the minimum design criteria upon which the Design Engineer can rely. However, based on the Design Engineer's experience and engineering judgment, if the Design Engineer is compelled to use more conservative geotechnical design criteria for his/her structural design that certainly is their prerogative. In no case shall the Design Engineer use geotechnical design criteria less conservative than the geotechnical engineer's recommendations.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
3 F	Reviewer B	Structural	"Perform the appropriate field and laboratory test necessary to determine the soil shear strength for proper soil evaluation. The geotechnical engineer shall consider both the short-term and long-term conditions." Revise to: Perform the appropriate field and laboratory tests necessary to determine the soil shear strength parameters cohesion and angle of internal friction for proper engineering design. The geotechnical engineer shall consider both the short-term (total stress) and long-term (effective stress) conditions. Testing methods shall at a minimum follow the ASTM testing methods below a. ASTM D 4767: Standard Test Method for Consolidated Undrained Triaxial Compression Test for Cohesive Soils. b. ASTM D 2850: Standard Test Method for Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils c. ASTM D 3080: Standard Test Method for Direct Shear Test of Soils Under Consolidated Drained Condition. In addition special attention shall be paid when testing highly plastic or fat clays. Tests of these soils shall be performed at a slow enough rate such that any excess pore water pressure is dissipated, or test in a way that pore water pressure can be measured.	Disagree with suggested revision. The testing methods required to provide the necessary geotechnical recommendations are up to the geotechnical engineer. Recommend leaving the current language as is. However, the suggested language regarding special attention to highly plastic clays will be added.
9 3 H 1	Reviewer B	Structural	"Slopes and Embankments including bridge approaches. Obtain soil borings for cuts greater than 10'-0" or embankments taller than 15'. The exploration shall include the following: a. The soil under future embankments. Advance borings to a depth equal to the embankment height or 20' whichever is greater. b. Soil in proposed cuts. Advance borings to a depth of 15' below the bottom of the proposed cut." Revise to: Slopes and Embankments including bridge approaches. Obtain soil borings for cuts greater than 8'-0" or embankments taller than 8'-0". The exploration shall include the following: a. The soil under future embankments. Advance borings to a depth equal to the embankment height or 20' whichever is greater. Borings may also be stopped at refusal. b. Soil in proposed cuts. Advance borings to a depth equal to the proposed cut or 20' whichever is greater. Borings may also be stopped at refusal	Modify embankment threshold height for soil boring requirements from 15' to 10'. Make additional wording revision to allow for greater boring depths if recommended by the geotechnical engineer. Based on the geotechnical engineer's experience and engineering judgment, if rock is encountered the boring depth may be reduced but only at the direction of the geotechnical engineer.

Packet Page -548-

AGENDA ITEM #32.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
3 H 3b	Reviewer B	Structural	"Fill walls. For spread footing walls and MSE walls, the depth of the boring should be as deep as the wall height depending on the wall type and existing and proposed ground lines. The minimum boring depth is 10' below the bottom of the proposed wall unless rock is encountered. Extend borings at least 5' into rock for fill walls unless additional depth is recommended by the geotechnical engineer of record." Revise to: Fill Walls. For spread footing walls and MSE walls, the depth of the boring should be a minimum of as deep as the wall height depending on the wall type and existing and proposed ground lines. The minimum boring depth is 15' below the bottom of the proposed wall unless rock is encountered. Extend borings at least 5' into rock for fill walls unless additional depth is recommended by the geotechnical engineer of record.	Make wording revision to clarify depths specified are minimums and greater depths shall be provided if recommended by the geotechnical engineer.
9 5 A 3	Reviewer B	Structural	"Stability. Evaluate all walls to ensure that the minimum applicable factors of safety are at least met, if not exceeded depending on the Design Engineer's judgment. When possible, avoid placing walls on slopes. A slope in front of the wall dramatically reduces the passive earth pressure (resistance), increasing the chance for wall failure. For situations where the walls above a slope cannot be avoided, a rigorous slope stability analysis shall be required in accordance with these Engineering Design Standards." Revise to: Stability. Evaluate all walls to ensure that the minimum applicable factors of safety are at least met (see 9.05.C), if not exceeded depending on the Design Engineer's judgment. When possible, avoid placing walls on slopes. A slope in front of the wall dramatically reduces the passive earth pressure (resistance), increasing the chance for wall failure. Additionally a slope in front of the wall will have a significant effect on global stability of the wall and embankment in which it resides. For situations where the walls above a slope cannot be avoided, a rigorous slope stability analysis shall be required in accordance with these Engineering Design Standards.	The suggested language will be added.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
9 5 A 5	Reviewer B	Structural	"Aesthetics. Ensure that aesthetic treatments of walls complement the retaining wall and does not interfere with the functionality of the wall. Detailed consideration shall be given to the aesthetic treatments of retaining walls that involve landscaping. Additional drainage measures shall be provided to prevent build-up of hydrostatic pressure behind the wall or potential compromise of the wall aesthetics because of water related damages." Revise to: Aesthetics. Ensure that aesthetic treatments of walls complement the retaining wall and does not interfere with the functionality of the wall. Detailed consideration shall be given to aesthetic treatments of retaining walls that involve landscaping.	The language will be modified.
9 5 A 6	Reviewer B	Structural	Recommend splitting Drainage into a separate section	The suggested language will be added.
9 5 B	Reviewer B	Structural	"Analyze and design walls following accepted geotechnical engineering industry standards for the City of Frisco area and in accordance with these Engineering Design Standards. In analysis, use earth pressures that follow the requirements of the projects geotechnical investigation specifically addressing the structural wall design requirements for the project's specific location." Revise to: Analyze and design walls following accepted geotechnical engineering industry standards for the City of Frisco area (International Building Code 2009) and in accordance with these Engineering Design Standards. In analysis the Design Engineer is responsible for calculating the lateral earth pressures. The Design Engineer should take into consideration the recommendations of the projects geotechnical investigation specifically addressing the structural wall design for the project's specific location.	The suggested language related to the Building Code already is provided elsewhere in the Engineering Design Standards (Section 1).

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
5 C	Reviewer B	Structural	"The Design Engineer must ensure that the retaining wall system is appropriate for its location and application. The Design Engineer shall design for all potential modes of wall system failure; including, sliding, overturning, bearing pressure, global stability, and of course structural capacity of the wall itself." Revise to: The Design Engineer must ensure that the retaining wall system is appropriate for its location and application. The Design Engineer shall design for all potential modes of wall system failure; including, sliding, overturning, bearing pressure, global stability, and internal structural stability. The design of retaining walls shall meet the following minimum factors of safety: a. Sliding, 1.5 b. Overturning, 1.5 c. Bearing Pressure, 3.0 d. Long term Global Stability, 1.5 e. Short-term Global Stability (if applicable), 1.3 f. Rapid drawdown Global Stability (if applicable), 1.2 g. Internal Structural Stability shall be in accordance with design standard for material or wall type used.	Some of the suggested language will be added.
9 5 D	Reviewer B	Structural	"Avoid perching walls on slopes. When walls must be placed on slopes conduct both a short-term and long-term stability analysis using applicable soil strength characteristics, geometry, and loading conditions (including load surcharge, hydrostatic, etc.)." Revise to: The Design Engineer is responsible for the global stability performance of the retaining wall. The geotechnical engineer may perform the global stability analysis and provide the finding from the analysis. However, the Design Engineer shall review the analysis and is responsible for the final global stability design of the wall and interpretation of the global stability analysis. The Design Engineer may also perform the global stability analysis. The minimum factors of safety as noted in 9.05.C shall be met. Avoid placing walls on slopes steeper than a IV:8H. When total retaining wall or combined wall and slope height exceed 8'-0" conduct a short-term (if applicable) and long-term global stability analysis using applicable soil shear strength parameters, site geometry, and loading conditions (including load surcharge, hydrostatic, etc.). When the retaining wall is located in ponds or creeks or adjacent to a significant source of water a	The original language will remain as is. However, additional language will be added to reinforce that the Design Engineer is responsible for the entire design, including global stability.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
5 E	Reviewer B	Structural	"The wall Design Engineer is responsible for the global stability of the wall. If TxDOT standard sheets pertaining to cast-in-place spread footing walls are utilized, the Design Engineer shall ensure that the actual wall geometry and loading conditions are applicable to the standard wall design selected. The Design Engineer shall ensure that interruptions to the wall stem or footing reinforcement by openings, utilities, geometric changes or curved sections of the wall do not compromise the design and performance of the wall. If TxDOT standard wall design is applied but deviations are warranted, provide additional notes and structural details." Revise to: If TxDOT standard sheets pertaining to cast-in-place spread footing walls are utilized, the Design Engineer shall ensure that the actual wall geometry and loading conditions are applicable to the standard wall design selected. The Design Engineer shall ensure that interruptions to the wall stem or footing reinforcement by openings, utilities, geometric changes or curved sections of the wall do not compromise the design and performance of the wall. If a TxDOT standard wall design is applied but deviations are warranted, provide additional notes and structural details.	The original language will be modified to clarify the City's intent.
9 6 A	Reviewer B	Structural	"All slopes, whether in a cut or fill and whether in soil or rock, must be evaluated for global stability for both the short-term and the long-term conditions. Specific site conditions may require evaluation for additional types of slope failure, such as bearing capacity, settlement, shear, and undercutting. Calculations pertinent to the analysis shall be submitted with the construction drawings when required by the City." Revise to: All slopes exceeding 8'-0" with a steepness of IV:4H or greater in a cut or fill and whether in soil or rock, must be evaluated for global stability for both the short-term and the long-term conditions. Specific site conditions may require evaluation for additional types of slope failure, such as bearing capacity, settlement, shear, and undercutting. Calculations pertinent to the analysis shall be submitted with the construction drawings when required by the City.	The original language will be modified to clarify the City's intent.
9 6 C	Reviewer B	Structural	"For global stability of a slope, the minimum factor of safety of 1.3 is required unless the geotechnical engineer recommends a higher value." Revise to: For global stability of a slope, the minimum factor of safety of 1.5 is required unless the geotechnical engineer recommends a higher value.	The suggested language will be added.

Packet Page -552-

AGENDA ITEM #32.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
9 9 B	Reviewer A		Detailed design of retaining walls seems to be more appropriately the responsibility of the structural engineer. Request clarification that approval of retaining wall design be a condition of permit issuance as opposed to approval of civil construction plans for the project.	Procedures for handling wall construction and permitting documents are under review by the City. Civil construction permits have NOT been withheld pending approval of wall design documents. This is not expected to change at this time.
9 9 D	Reviewer A		Detailed design of screening walls seems to be more appropriately the responsibility of the structural engineer. Request clarification that approval of screening wall design be a condition of permit issuance as opposed to approval of civil construction plans for the project.	Procedures for handling wall construction and permitting documents are under review by the City. Civil construction permits have NOT been withheld pending approval of wall design documents. This is not expected to change at this time.
	FDC Dev, p 9, G.1	Structural	New section requiring structural engineering design for all items — especially retaining walls, screening walls, headwalls, wing walls, slopes and embankments • Need clarification on wall heights, locations (walls between lots), when is design submitted, who reviews, etc.	The original language will be modified to clarify the City's intent. Walls greater than 3' tall subject to any surcharge loads from slopes, structures, or vehicles will require geotechnical and structural engineering for the proposed wall system.
	FDC Dev, p 9, G.2	Structural	Geotechnical report, plan views, and elevations required for walls. • Increased engineering design and construction plans to meet new requirements. • May cause delays in submittal, review & approval processes	Design of walls along with geotechnical investigation should not be a new element of development projects. The City is now documenting the appropriate standard of care. A number of problems with walls have been experienced recently, including both design and construction.
9	FDC Eng, p 15, I.1	Structural	New section requiring structural engineering design for all items — especially retaining walls, screening walls, headwalls, wing walls, slopes and embankments • Need clarification on wall heights, locations (walls between lots), when is design submitted, etc.	The original language will be modified to clarify the City's intent. Walls greater than 3' tall subject to any surcharge loads from slopes, structures, or vehicles will require geotechnical and structural engineering for the proposed wall system.
9	FDC Eng, p 15, I.2	Structural	Geotechnical report, plan views, and elevations required for walls. • Increased engineering design and construction plans to meet all new requirements. • Who reviews the structural design? May cause delays in submittal, review & approval processes	Design of walls along with geotechnical investigation should not be a new element of development projects. The City is now documenting the appropriate standard of care. A number of problems with walls have been experienced recently, including both design and construction. The structural design will have a limited review by City staff to ensure that the intent of the City's Engineering Standards have been met and the design and plans are in general conformance with the City's requirements.
SD D 1	FDC Eng, p 16, J.3	Std Details - Drainage	DO1 — Flume detail — added.	No response necessary.
SD D 2	FDC Eng, p 16, J.3	Std Details - Drainage	D02 — Concern on differential movement - doweling sidewalk to inlet.	Note 4 regarding dowels will be removed.
SD D 2	FDC Eng, p 16, J.3	Std Details - Drainage	D02 —RCP location - any wall but not at corners.	A note will be added in the standards.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
SD D 6	FDC Eng, p 16, J.3	Std Details - Drainage	D06 — Reinforcing steel in back wall?	A note will be added in the standards.
SD D 6	FDC Eng, p 16, J.3	Std Details - Drainage	D06 — Is precast an option?	Precast inlets are acceptable.
SD D 7	FDC Eng, p 16, J.3	Std Details - Drainage	D07 — Standard inlet lengths of 10, 15, and 20 feet — new.	This requirement will remain. Inlet sizes of 10, 15, 20 are the regional standard.
SD D	FDC Eng, p 16, J.3	Std Details - Drainage	No detail provided for drop inlet.	Language will be added to Section 1.09.K regarding other acceptable standard details. City will consider adding detail in future.
SD P 1	FDC Eng, p 15, J.1	Std Details - Paving	P01 — 2% cross slope shown - revised to cross slope "varies".	2% Typical will be revised to 2% Maximum.
SD P 1	FDC Eng, p 15, J.1	Std Details - Paving	P01 — Free Draining Fill behind back of curb over poly — concerns on where it will drain to/water perching above moisture barrier.	Will revise to remove free-draining backfill requirement.
› 2	FDC Eng, p 15, J.1	Std Details - Paving	P02 — Consider 1aydown/rollover curb, especially for smaller width lots.	If a Standard Detail is not provided, the design engineer can provide one for review and approval.
› 2	FDC Eng, p 15, J.1	Std Details - Paving	P02 — Separate curb and gutter - detail needed?	No separate detail will be provided. The combination of P03 & P02 will suffice.
› 3	FDC Eng, p 15, J.1	Std Details - Paving	P03 — Define width of cement treated base and geotextile fabric.	Detail intended for use when space is too limited for liming equipment, therefore width varies. Depth of CTB is 6". Refer to Tech Spec 313419 for Geotextile Fabric performance requirements (refers to COG Table 301.6.1 (a). Cement treated base has been revised to flexible base.
› 4	FDC Eng, p 15, J.1	Std Details - Paving	PO4 — For C and D thoroughfares -joints easier to construct at quarter points?	Type C&D are undivided, so longitudinal construction joints should be placed at centerline.
SD P 5	FDC Eng, p 15, J.1	Std Details - Paving	P05 —Are two details needed? Drilling existing pavement is not necessary for new construction when tie bars are used; add note to lap & tie bars @ 30 diam.	P03 covers existing pavement widening. Will revise detail P05 to include additional note.
SD P 6	FDC Eng, p 15, J.1	Std Details - Paving	P06 — Provide detail or spec for dowel supports.	Additional detail will not be provided.
SD P 6	FDC Eng, p 15, J.1	Std Details - Paving	P06 — Spacing of expansion joints?	Spacing is covered on P04. Expansion joints at regular intervals is no longer required.
SD P 6	FDC Eng, p 15, J.1	Std Details - Paving	P06 — Redwood is not a good material for expansion joints over time.	City prefers redwood for construction quality.
SD P 7	FDC Eng, p 15, J.1	Std Details - Paving	P07 — Concrete header detail for future construction needed.	Add note to P07 to allow use for future construction. (No new detail)
SD P 8	FDC Eng, p 15, J.1	Std Details - Paving	P08 — Median noses are all shown to be drilled and doweled into paving?	Will clarify intent. If new construction, nose is poured monolithically. If existing street, then median nose is dowelled.
SD P 10	FDC Eng, p 15, J.1	Std Details - Paving	P10 — Old standard of 10' of pavers - increased to 15' + median nose.	Will revise to reduce limits of pavers from 15' to 10'.
SD P 11	FDC Eng, p 15, J.1	Std Details - Paving	P11 — Expansion joint needed at end of concrete drive.	Agree - will revise.

Packet Page -554-

AGENDA ITEM #32.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
SD P 12	FDC Eng, p 15, J.1	Std Details - Paving	P12 — Residential sidewalk should be 5' instead of 6	Agree - will revise.
SD P 12	FDC Eng, p 15, J.1	Std Details - Paving	P12 — Is driveway 15' in length with front entry?	Driveway length for front entry will vary.
SD P 13	FDC Eng, p 15, J.1	Std Details - Paving	P13 — Plan view incorrect showing cut into street for horizontal cut; same 15 'for front entry distance as above.	Agree - will revise.
SD P 14	FDC Eng, p 15, J.1	Std Details - Paving	P14 — Speed table detail — is this a traffic calming device or can it be installed at any location?	Traffic Calming Device only at City-approved locations.
SD P	FDC Eng, p 15, J.1	Std Details - Paving	Barrier Free Ramp details - not included.	Refer to Ped-05 TxDOT Standards for Barrier Free Ramps. Additional supplemental directional ramps will be added in the future.
SD P	FDC Eng, p 17, J.7	Std Details - Landscape	Landscaping: New details provided.	No response necessary.
SD S 1	FDC Eng, p 16, J.6	Std Details - Wastewater	S01-S02 - Detail for HDPE grade rings added. Strength increased to 4200 psi concrete. New hinged gasketed manhole lid & frame	No response necessary.
S 3	FDC Eng, p 16, J.6	Std Details - Wastewater	S03 — New resilient manhole connector detail	No response necessary.
S 6	FDC Eng, p 16, J.6	Std Details - Wastewater	S06 — Outside drop manhole increased to 5 'diam. min.;	The Standard Detail will be modified.
S 7	FDC Eng, p 16, J.6	Std Details - Wastewater	S07 Add grout under drop pipe	The Standard Detail will be removed.
S 9	FDC Eng, p 16, J.6	Std Details - Wastewater	S09 — New detail from NCTCOG -revise Owner's Representative to City Inspector;	"Owner's Representative" will be revised to "Inspector"
S 10	FDC Eng, p 16, J.6	Std Details - Wastewater	S10 — Manhole abandonment - consider sand as acceptable material (old detail showed sand or gravel)	The City requires gravel. Adequate compaction inside manhole filled with sand is problematic.
SD S 11	FDC Eng, p 16, J.6	Std Details - Wastewater	S11 - Shows Class A embedment, but no detail	Class A embedment is concrete cradle (1/4 D) and granular material to 12" above pipe and will be added.
SD S 12	FDC Eng, p 16, J.6	Std Details - Wastewater	S12 — Is Note 1 describing the house cleanout	Yes. The cleanout should be at the property line.
SD T 4	FDC Eng, p 16, J.2	Std Details - Traffic	T04 — Is barricade on skids - an option?	Skid-mounted barricades will not be permitted. The Standard Detail will be modified to show rock (non-grouted) riprap around the posts to match current practice.
SD T 5	FDC Eng, p 16, J.2	Std Details - Traffic	T05 —Speed limit sign installation - add distance.	Distance needs to be noted on plans. Distance varies.
SD T 5	FDC Eng, p 16, J.2	Std Details - Traffic	T05 — Should signs be installed at curb returns?	Depends on ramps, light pole, etc. Additional Details may be provided in the future.
SD T	FDC Eng, p 16, J.2	Std Details - Traffic	Cross walks and stop bar - details not provided.	TxDOT standard details are acceptable. Additional details may be provided in the future.
SD U 5	FDC Eng, p 16, J.4	Std Details - Utility	U05 — 12" cover over deep wastewater installation (old standard was 6").	This is consistent with TCEQ requirements.
SD U 7	FDC Eng, p 16, J.4	Std Details - Utility	U07 RACI spacer "or approved equal"?	The Standard Detail will be modified to reference the Approved Materials List.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
SD U	FDC Eng, p 16, J.4	Std Details - Utility	No embedment detail for RCCP pipe	RCCP is not an approved material.
SD W 1	FDC Eng, p 16, J.5	Std Details - Water	W01-W05: Thrust block details added — appears to be a copy of NCTCOG details. No details for blocking of tees, crosses, and plugs.	Standard Details for blocking of tees, crosses and plugs will be added.
SD W 8	FDC Eng, p 16, J.5	Std Details - Water	W08 — Manhole size increased to 5 'for AR valves; size of AR valve? Is valve box required for isolation valve?	Air valve size will depend on water line size, grades and location. Yes, a valve box should be called out for the isolation valve.
SD W 10	FDC Eng, p 16, J.5	Std Details - Water	W10 — Flush Point detail added — expensive installation.	Use of auto-flush improves water quality in distribution system and reduces City's O&M costs (staff time, water loss). Detail will be modified to clarify all element of installation.
SD W 12	FDC Eng, p 16, J.5	Std Details - Water	W12 — Is straight FH lead allowed (i.e., across street)?	The situations shown are the preferred method. A straight lead will be considered for street crossings where necessary.
W 14	FDC Eng, p 16, J.5	Std Details - Water	W14 — Show flow direction for sanitary and add to lateral: "10' downstream". Add "pull waterline around inlet" note. Show SS laterals into lots per note.	The Standard Detail will be modified to add clarity.
W 15	FDC Eng, p 16, J.5	Std Details - Water	W15 — New water service line material is poly (copper deleted). Note: water line and meter box are both 2' behind curb in residential areas — installation?	The Standard Detail will be modified to add clarity. 2-ft is typical and adjusted as needed in the field.
W 16	FDC Eng, p 16, J.5	Std Details - Water	W16 —W18: Revise to 6" min. "depth" gravel and symbols/correct sump note to "grate".	The Standard Detail will be modified accordingly.
W 17	FDC Eng, p 16, J.5	Std Details - Water	W17 — Add note if double detector checks are allowed in building	Leave as-is. Exceptions will be considered on a case-by-case basis.
TS	FDC Eng, p 17, K	Tech Specs	It appears a majority of the specifications reference NCTCOG or TXDOT specifications and publications. We recommend the City adopt these standards and then list exceptions and/or supplements to each referenced specification. This would reduce the size of the specification section and make it less cumbersome for the developer, engineer and contractor performing the work	City elected to develop semi-custom specs that will be maintained on-line. Where TxDOT or NCTCOG specs are referenced, those specs will need to be used as well. Gen Note #4 requires Contractor to have available TxDOT and NCTCOG specs for use on the project.
TS	Reviewer C	017416	017416-Dust Control, Frisco spec references COG 203.8 exclusively throughout with the exception of reinforcing the COG option of no separate payment. This specification seems unnecessary as Dust Control is included in the same references of specification 024100-General Site Preparation. It seems it would be advantageous to rename 024100 to include "and Maintenance" and include 203.8 as a specific reference in PART 3- EXECUTION. It also seems that the COG spec is weak with regard to maintaining site grades such that positive drainage is provided and standing water is minimized. Some language could be included in the Frisco 024100 spec to improve this aspect.	This Technical Specification will remain as-is.

Packet Page -556-

AGENDA ITEM #32.

Responses to
Comments on Proposed Engineering Standards
March 9, 2012

Section Ref	Reviewer	Section Reference	Comment	Response
TS	Reviewer C		312316-Unclassified Excavation, Frisco specification references the COG Site Preparation Item 203.8 with reinforced language on plan quantity measurement. COG specification for earthwork is not as detailed or comprehensive as TxDOT. TxDOT also has good standard drawings that can be used for clarification of earthwork payment. Recommend TxDOT rather than COG references.	These Technical Specifications will be modified to clarify
TS	Reviewer C		312317-Channel Excavation, same as 312316 above.	These Technical Specifications will be modified to clarify
	Reviewer C		312413-Embankment, The COG Specifications are not set up to allow measurement and payment for embankment. Frisco spec is somewhat conflicting in this regard because it uses reference to COG items 203.6 and 203.7 which do not appear to qualify for payment on a job that generates sufficient excavation, i.e. no "borrow", yet it indicates "embankment" will be measured for payment. Recommend using TxDOT rather than COG references. COG is weak on procedure for benching embankment into existing slopes.	These Technical Specifications will be modified to clarify
	Reviewer C		312323-Select Fill, Frisco specification references COG 203.6 and 203.7 which make no mention of the term "select fill". TxDOT specifications address through type A material in Item 132 more specifically. Recommend using TxDOT reference, otherwise spec 312323 seems unnecessary.	These Technical Specifications will be modified to clarify
TS	Reviewer C		312500-Temporary Erosion, Sedimentation…., Frisco spec references COG Item 201. COG Item 201 generally says there will be no separate payment or devices will be paid for individually. Frisco spec establishes a new LS item for "preparation and execution of ….plan" and it is unclear if that is to include all devices as well. COG spec is a little weak on clarity for no payment to remove and replace maintenance activity and to remove at end of project.	The Technical Specification will be clarified to include payment for the SW3P plan as a separate item.
TS	Reviewer C		321123 Sand Bedding, Frisco spec references COG item 504. COG Item 504 makes no specific mention of "sand bedding". Frisco Spec 330510 Trenching, Backfilling and Compaction also references COG Item 504 and only needs "… utility and storm drain construction…" to cover both, like item 504 does. 321123 spec seems unnecessary.	This specification will be clarified.

AGENDA ITEM #33.

Department of General Government
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and City Council Members**

Thru: **George Purefoy, City Manager**

From: **Nell Lange, Assistant City Manager**

Date: **May 29, 2012**

Subject: **Consider and Act Upon Appointment for the Frisco Square Management District Board**

Action Requested: City Council consideration and appointment of a replacement board member to the Frisco Square Management District (FSMD) board.

Background Information: The Frisco Square Management District (FSMD) Board is composed of three city council members and two representatives from the developer per the Local Government Code. As former Mayor Pro Tem Pat Fallon is off the council, his position on the board will need to be filled. The FSMD board members are city council appointments. It is suggested that the terms be staggered to maintain some continuity on the board. Mayor Maso and Council member Cheney are the current council members on the board.

The FSMD board meets on a quarterly basis, the second Monday of the month. The terms of the board members are four years; two directors' terms expiring on July 1st of odd-numbered years and three directors' terms expiring July 1st of the following odd-numbered year.

Alternatives: The City Council could choose not to appoint a member at this time.

Financial Considerations: None.

Supporting Documentation: None.

AGENDA ITEM #34.

PROGRESS IN MOTION

Parks and Recreation Department
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

Cc: **George A. Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation

From: **Dudley Raymond, RLA, Parks Planning and Business Development Manager**

Date: **May 29, 2012**

Agenda Caption: Consider and act upon selecting a Council Member, as well as a Citizen At-Large, to serve on the Grand Park Steering Committee. (Parks/DR)

Action Requested: Appoint a Council Member and a Citizen At Large to serve on the Grand Park Steering Committee.

Background Information: Staff and the Consultants have been working with the Grand Park Playground Committee to develop the Kids Place within Grand Park. To date, the majority of this work has been helping the consultants set the vision for the Kids Place. This committee has been instrumental in setting the theme of the area, as well as defining the goals of the play space.

This committee has consisted of members from the Parks and Recreation Board, Robert Medigovich and Brad Mick, from the CDC Board, Heather Bowers and Allen Biehl, Council Member Scott Johnson, a Citizen At-Large Joy West, FISD Curriculum, and EDC and CVB Staff Liaisons.

As we continue to move forward in the design process of the entire park, a committee is needed to help the consultants. This committee would help set the architectural theme for the park, determine priorities for the park, as well as provide feedback on determining if the park design is meeting the goals that have been set for Grand Park. This committee could have the same members as previously selected. As we are starting a new phase of decision making, and taking into account that a few members on the Boards are no longer present, it is a good time to review the makeup of the committee.

It is anticipated that this committee will meet 4-6 times over the next 12 months. Once the design portion is mostly completed and the consultants have started working primarily on bid documents, the committee will have less interaction.

Although many people are interested in the project and we welcome all to attend and provide input, the committee is suggested to be made up of seven members. This seems to be a workable size.

The proposed make up would be:

1 Council Member
2 Members from the Parks and Recreation Board
2 Members from the Frisco Community Development Corporation
1 Member from the Frisco Economic Development Corporation (EDC)
1 At-Large Member appointed by City Council

1 non-voting Staff Liaison from CVB (Marla Roe)
1 non-voting Staff Liaison from EDC (Jim Gandy)
1 non-voting Staff Liaison from P&R (Rick Wieland)

The P&R Board, CDC, and EDC are in the process of selecting members to serve. Staff asks that Council select a Council Member, as well as an At -Large Member to serve.

Board Review/Citizen Input: Not applicable.

Alternatives:

- Approve
- Table
- Not approve
- Direct Staff to make a change

Financial Considerations: Not applicable.

Legal Review: Not applicable.

Supporting Documents: None.

Staff Recommendation: Council should appoint a Council Member and a Citizen At-Large to serve on the Grand Park Steering Committee.

AGENDA ITEM #35.

PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and Members of the Frisco City Council**

Cc: **George A. Purefoy, City Manager**

From: **Jenny Page, City Secretary**

Date: **06/05/2012**

Agenda Caption: Consider and act upon appointments to the Election Committee.

Action Requested: Reappointments to the Election Committee.

Background Information: The Election Committee is instrumental each year in reviewing the election needs of the City of Frisco and making recommendations to the City Council. The Committee appointments have historically been comprised of four councilmembers that are not up for re-election the following election year.

Following that tradition, Councilmembers Keating and Cheney would not be eligible for appointment since they are slated for terms ending in May 2013. Councilmembers Allen, Sowell, Johnson, and Nelson would be eligible.

Alternatives: Select additional members that are not councilmembers such as citizens or leave the Committee as is.

Staff Recommendation: Staff will honor the desires of the Council.