RICHARDSON CITY COUNCIL
MONDAY, OCTOBER 12, 2026
WORK SESSION AT 6:00 PM
RICHARDSON CITY HALL, 2360 CAMPBELL CREEK BLVD., SUITE 525, RICHARDSON, TX 75082

Closed Executive Session Authorized
As authorized by Section 551.071 (2) of the Texas Government Code, this meeting may be convened into closed Executive Session to seek confidential legal advice from the City Attorney on any listed agenda item.

Videoconference Call Authorized
Pursuant to Texas Government Code Section 551.127, one or more members of the City Council may participate in this meeting by videoconference call. A quorum of the City Council and the presiding officer will be present at the physical location of the meeting.

Meeting Information

- City Council Rules of Order and Procedure: https://www.cor.net/RulesofOrderandProcedure
- Public Comment Cards for comments on agenda items, the visitors forum, or public hearings can be found at www.cor.net/PublicCommentForm and submitted online by 4 p.m. on the date of the meeting or in person before the meeting begins to be included in the public record.
- City Council meetings are available for viewing via live-stream online and on-demand at www.cor.net/citv.

WORK SESSION – 6:00 PM, MULTIPURPOSE ROOM #CH 157

- **CALL TO ORDER**

1. INVOCATION – KEN HUTCHENRIDER

2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – KEN HUTCHENRIDER

3. PUBLIC COMMENTS ON AGENDA ITEMS AND VISITORS FORUM
Speakers must complete a public comment card and submit it to the City Secretary before the meeting begins. Speakers will have a maximum of 5 minutes to speak. The time allocated for all public comments is 30 minutes.

- **PUBLIC COMMENTS ON AGENDA ITEMS**
  The public comment portion of the City Council meeting is scheduled at the beginning of the meeting to allow the public to address the City Council regarding an item listed on the agenda that is not a public hearing.

- **VISITORS FORUM**
The visitors forum portion of the meeting is set aside for members of the public to address the City Council on any topic in which the subject matter is within the jurisdiction of the City.

4. CONSENT AGENDA:
All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be removed from the Consent Agenda and discussed separately.

A. MINUTES OF THE SEPTEMBER 28, 2026 AND OCTOBER 5, 2026 MEETINGS

B. CONSIDER AWARD OF THE FOLLOWING BIDS:

1. BID #74-26 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO FERGUSON US HOLDINGS INC. FOR FIRE HYDRANT PARTS PURSUANT TO UNIT PRICES.

2. BID #06-27 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO PSD CITYWIDE FOR THE COOPERATIVE PURCHASE OF ENTERPRISE ASSET MANAGEMENT (EAM) SOFTWARE THROUGH SOURCEWELL CONTRACT #060624-PSD IN THE AMOUNT OF $154,600.

C. CONSIDER ADOPTION OF THE FOLLOWING RESOLUTIONS:

1. RESOLUTION APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT MPO-SELECTED OFF-SYSTEM, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF RICHARDSON, FOR MULTIPLE SAFE ROUTES TO SCHOOL PLANS WITHIN THE CITY; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.

2. RESOLUTION APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR LOCAL GOVERNMENT PARTICIPATION ON-SYSTEM, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF RICHARDSON, FOR BIKE/PEDESTRIAN IMPROVEMENTS AT THE INTERSECTION OF US 75 AND ARAPAHO ROAD; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.

3. RESOLUTION APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM UTILIZING TRANSPORTATION DEVELOPMENT CREDITS (TDC) OFF-SYSTEM, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF RICHARDSON, FOR PEDESTRIAN IMPROVEMENTS INCLUDING BICYCLE LANES, SIDEWALKS, CROSSWALKS, LIGHTING, BUS STOPS AND ROUNDABOUT ON SYNERGY PARK BOULEVARD FROM WATERVIEW PARKWAY AND FLOYD ROAD; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.

5. REVIEW AND DISCUSS SAFER STREETS RICHARDSON

6. REVIEW AND DISCUSS RESIDENT ENGAGEMENT STRATEGIES

7. REVIEW AND DISCUSS THE STATE OF THE CITY

8. REVIEW AND DISCUSS THE CITY COUNCIL COMMITTEE AND BOARD LIAISON ASSIGNMENTS

PUBLIC HEARING ITEM:

9. PUBLIC HEARING, ZONING FILE ZF 26-18, AND CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, BY AMENDING AND RESTATING IN THEIR ENTIRETY THE DEVELOPMENT AND USE REGULATIONS OF PD PLANNED DEVELOPMENT COLLINS/ARAPAHO TOD & INNOVATION DISTRICT FORM BASED CODE AS SET FORTH IN EXHIBIT “B” OF ORDINANCE NO. 4322, AND AS AMENDED BY ORDINANCE NO. 4537, SAID REGULATIONS RELATING TO THE DEVELOPMENT AND USE OF 1,144± ACRES GENERALLY BOUNDED BY CAMPBELL ROAD, PLANO ROAD, APOLLO ROAD, CENTRAL EXPRESSWAY, AND GREENVILLE AVENUE

10. REPORT ON ITEMS OF COMMUNITY INTEREST

The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Richardson; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Richardson that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of Richardson; and announcements involving an imminent threat to the public health and safety of people in the City of Richardson that has arisen after posting the agenda.

- **VISITORS FORUM CONTINUED *(if needed)***

- **ADJOURN**

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE RICHARDSON CITY HALL ON TUESDAY, OCTOBER 6, 2026, BY 5:30 P.M.

_____
AIMEE NEMER, CITY SECRETARY

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, ACCOMMODATION REQUESTS FOR PERSONS WITH DISABILITIES, INCLUDING REQUESTS FOR AUXILIARY AIDS OR SERVICES, SHOULD BE MADE AT LEAST 48 HOURS PRIOR TO THE MEETING BY CONTACTING THE ADA COORDINATOR BY PHONE AT (972) 744-4168, BY EMAIL AT ADACOORDINATOR@COR.GOV, OR BY APPOINTMENT AT 2360 CAMPBELL CREEK BOULEVARD, SUITE 525, RICHARDSON, TEXAS 75082.

PURSUANT TO SECTION 46.03, PENAL CODE (PLACES WEAPONS PROHIBITED), A PERSON MAY NOT CARRY A FIREARM OR OTHER WEAPON ON THIS PROPERTY. *

FOR THE PURPOSE OF THIS NOTICE “PROPERTY” SHALL MEAN THE COUNCIL CHAMBERS OR ANY OTHER ROOM WHERE A MEETING SUBJECT TO AN OPEN MEETING UNDER GOVERNMENT CODE CHAPTER 551 OF THE RICHARDSON CITY COUNCIL IS HELD.

**This does not apply to licensed carriers.*

MINUTES
RICHARDSON CITY COUNCIL MEETING
SEPTEMBER 28, 2026

- **Call to Order**
  Mayor Omar called the meeting to order at 6:00 p.m. with the following Council members present:

Amir Omar	Mayor
Ken Hutchenrider	Mayor Pro Tem
Curtis Dorian	Councilmember
Jennifer Justice	Councilmember
Dan Barrios	Councilmember
Joe Corcoran	Councilmember
Arefin Shamsul	Councilmember

The following staff members were also present:

Don Magner	City Manager
Charles Goff	Assistant City Manager
Michaela Dollar	Assistant City Manager
Kent Pfeil	Chief Operating Officer
Aimee Nemer	City Secretary
Riley Thomason	Assistant to the City Manager
Jake Adel	Management Analyst

COUNCIL MEETING – 6:00 PM, MULTIPURPOSE ROOM #CH 157

1. INVOCATION – DAN BARRIOS

2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – DAN BARRIOS

3. PUBLIC COMMENTS ON AGENDA ITEMS AND VISITORS FORUM
The following public comments were submitted.

Craig Newman, 3066 Blackfield Dr, spoke regarding truck routes and parking at Celestica.
Randy Eisenach, 2661 Honeysuckle Dr, spoke regarding drone tracking at the Amazon facility.
Jason Jones, submitted a card but was not present to speak.

4. CONSIDER AN APPOINTMENT TO FILL THE VACANCY FOR CITY COUNCIL PLACE 3 FOR AN UNEXPIRED TERM TO BEGIN IMMEDIATELY AND END MAY 1, 2027.

Council Action
Mayor Pro Tem Hutchenrider moved to appoint Daniel Burdette to fill the vacancy for City Council Place 3 for an unexpired term to begin immediately and end May 1, 2027. Councilmember Corcoran seconded the motion. A vote was taken and passed, 6-0, with Councilmember Barrios abstaining pursuant to the City Charter.

5. REMARKS RECOGNIZING OUTGOING COUNCIL MEMBER DAN BARRIOS
Council remarked on Councilmember Barrios' term of office.

6. REMARKS FROM OUTGOING COUNCIL MEMBER DAN BARRIOS
Councilmember Barrios remarked on his term of office.

7. ADMINISTER THE OATH OF OFFICE TO COUNCIL MEMBER PLACE 3
Secretary Nemer administered the Oath of Office to Daniel Burdette.

8. INTRODUCTION AND REMARKS FROM NEWLY APPOINTED COUNCIL MEMBER
Councilmember Burdette provided introductory remarks.

9. CONSENT AGENDA:

A. MINUTES OF THE SEPTEMBER 21, 2026 MEETING

B. CONSIDER A RESOLUTION APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2026 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL

C. CONSIDER AWARD OF THE FOLLOWING BIDS:

1. BID #58-26 – WE REQUEST AUTHORIZATION TO ISSUE ANNUAL REQUIREMENTS CONTRACTS TO 22ND CENTURY TECHNOLOGIES, INC., A & ASSOCIATES, AND ABACUS SERVICE CORPORATION FOR TEMPORARY GENERAL AND HEAVY LABOR SERVICES PURSUANT TO UNIT PRICES.

2. BID #64-26 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO INNOVATIVE SOLUTIONS ADVISORS, LLC FOR SECURITY & USHERING SERVICES FOR THE CHARLES W. EISEMANN CENTER PURSUANT TO UNIT PRICES.

3. BID #78-26 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT TO O'REILLY AUTO PARTS FOR VEHICLE PARTS, SUPPLIES, EQUIPMENT, AND AFFILIATED SERVICES PURSUANT TO THE PERCENTAGE DISCOUNTS SPECIFIED IN SOURCEWELL CONTRACT #100124-ORA.

4. BID #79-26 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE ANNUAL REQUIREMENTS CONTRACT TO TEXAS HIGHWAY PRODUCTS,

LTD FOR TRAFFIC SIGNAL SYSTEM EQUIPMENT AND SOFTWARE PURSUANT TO THE PERCENTAGE DISCOUNTS SPECIFIED THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #803-26.

Council Action
Mayor Pro Tem Hutchenrider moved to approve the Consent Agenda as presented. Councilmember Shamsul seconded the motion. A vote was taken and passed, 7-0.

ACTION ITEM:

10. CONSIDER THE RICHARDSON CULTURAL ARTS COMMISSION'S FY26 ARTS GRANTS FUNDING RECOMMENDATIONS

Council Action
After a briefing from staff, Councilmember Dorian moved to approve the arts grant funding as presented. Councilmember Burdette seconded the motion. A vote was taken and passed, 7-0.

11. REPORT ON ITEMS OF COMMUNITY INTEREST
Council reported on items of community interest.

ADJOURNMENT
With no further business, the meeting was adjourned at 7:00 p.m.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

MINUTES
RICHARDSON CITY COUNCIL MEETING
OCTOBER 5, 2026

- **Call to Order**
  Mayor Omar called the meeting to order at 6:00 p.m. with the following Council members present:

Amir Omar	Mayor
Ken Hutchenrider	Mayor Pro Tem
Curtis Dorian	Councilmember
Jennifer Justice	Councilmember
Daniel Burdette	Councilmember
Joe Corcoran	Councilmember
Arefin Shamsul	Councilmember

The following staff members were also present:

Don Magner	City Manager
Kent Pfeil	Chief Operating Officer
Charles Goff	Assistant City Manager
Michaela Dollar	Assistant City Manager
Aimee Nemer	City Secretary
Gary Tittle	Chief of Police
Michael Bussiere	First Assistant Chief of Police
Keith Kockler	Assistant Chief of Police
Jamie Gerhart	Assistant Chief of Police
Karen Patel	Police Planner
	Police Captain

Guests present:

Scott Rubin	Texas Police Chiefs Association

WORK SESSION – 6:00 PM, MULTIPURPOSE ROOM #CH 157

A. PUBLIC COMMENTS ON AGENDA ITEMS AND VISITORS FORUM

Darrell Day, 1303 Chickasaw Dr., addressed Council regarding suggestions for the FY 2027 Budget.

Don Daud, Richardson, addressed Council regarding prescription drug coverage for employees.

B. PRESENTATION OF A PROCLAMATION FOR THE RICHARDSON CHAMBER OF COMMERCE'S 80TH ANNIVERSARY

Mayor Omar presented a proclamation to the Richardson Chamber of Commerce.

C. PRESENTATION OF THE TEXAS POLICE CHIEFS ASSOCIATION BEST PRACTICES ACCREDITATION CERTIFICATION

Scott Rubin, Texas Police Chiefs Association, presented the accreditation certificate to Police Chief Gary Tittle and the Richardson Police Department.

D. REVIEW AND DISCUSS OVERVIEW OF NATIONAL ASSOCIATION OF TOWN WATCH'S NATIONAL NIGHT OUT AGAINST CRIME ON TUESDAY, OCTOBER 6, 2026

Chief Tittle provided an overview of 2026 National Night Out activities.

E. REPORT ON ITEMS OF COMMUNITY INTEREST

Council reported on items of community interest.

RECESS

Mayor Omar called for a 15-minute recess at 6:41 p.m.

EXECUTIVE SESSION

In compliance with Section 551.074 of the Texas Government Code, Council will convene into a closed session to discuss the following:

- Personnel Matters
    - Evaluation of the City Manager

Council Action

Council convened into Executive Session at 7:00 p.m.

RECONVENE INTO REGULAR SESSION

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

Council Action

Council reconvened into Regular Session at 8:42 p.m.

ADJOURNMENT

With no further business, the meeting was adjourned at 8:42 p.m.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

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MEMO

DATE: **September 30, 2026**

TO: **Todd Gastorf – Director of Finance**

FROM: **Ally Dobbins – Purchasing & Franchise Manager**

SUBJECT: **Award of Bid #74-26 for Annual Requirements Contract for Fire Hydrant Parts to Ferguson US Holdings Inc., pursuant to unit prices**

Proposed Date of Award: October 12, 2026

I concur with the recommendation of Eric Robison – Director of Public Services, and request permission to issue an annual requirements contract for fire hydrant parts to Ferguson US Holdings Inc., pursuant to the attached unit prices.

The initial term of the contract is for one (1) year with options to renew for up to four (4) additional one-year periods, if exercised and mutually agreed upon by both parties. The award of this contract allows the city to purchase fire hydrant parts as the requirements and needs of the city arise on an annual basis and during any subsequent renewal period(s). Since the city is not obligated to pay for a minimum or maximum amount of parts, payment will be rendered pursuant to the unit prices specified.

City staff estimates annual expenditures to be approximately $150,000, with funding provided from the Water and Sewer Operating Budget.

The bid was advertised in *The Dallas Morning News* on August 5 & 12, 2026, and posted on Bonfire. A total of 382 electronic solicitations were distributed and thirty-two (32) vendors viewed the bid. A pre-bid conference was held online via Zoom on August 13, 2026, and one (1) bid was received.

Concur:

Todd Gastorf

Todd Gastorf

ATTACHMENTS

RICHARDSON
TEXAS

MEMO

DATE: September 28, 2026

TO: Ally Dobbins, Purchasing and Franchise Manager

FROM: Eric Robison, Director of Public Services

SUBJECT: Award of Bid #74-26 Annual Requirements Contract for Fire Hydrant Parts

The Public Services Department would like to seek council approval to award Bid #7 4-26 A/RC for Fire Hydrant Parts to Ferguson US Holdings Inc. One bid was received reviewed Public Services staff. The bid provides competitive pricing and Public Services and recommends awarding the contract to Ferguson US Holdings Inc. based on parts lead times and stock availability. Ferguson US Holdings Inc. has been utilized by Public Services for utility parts/materials in the past and have proven to be reliable.

Public Services estimates to spend $150,000 on fire hydrant parts annually.

Funding will come from Water and Sewer Fund Operating Budget.

Cc: Brad Bernhard, Assistant Director of Public Services
Donnie Davis, Utility Systems Superintendent – Field Ops Water Utilities

Bid Number: 74-26
Date Opened: September 2, 2026

BID TABULATION FOR ANNUAL REQUIREMENTS CONTRACT FOR FIRE HYDRANT PARTS

				Ferguson US Holdings Inc.		
			Total Cost	**$44,149.80**		
#	Items	Qty	Unit	Unit Price	Total Cost	Response for Category 9 ONLY
Category 1-Waterous Pacer: **Totals**					**$12,381.70**	
#1-1	K537a Seat Assembly Kit	10	EA	$903.23	$9,032.30	
#1-2	#35 Main Valve Rubber	10	EA	$73.68	$736.80	
#1-3	#71 Upper Rod	10	EA	$261.26	$2,612.60	
#1-4	% off manufacturer Price	1	%	20%	20%	
Category 2- American Darling: **Totals**					**20%**	
#2-1	% off manufacturer Price	1	%	20%	**20%**	
Category 3- Mueller Centurion: **Totals**					**$17,099.90**	
#3-1	Upper Stem	10	EA	$256.45	**$2,564.50**	
#3-2	Main Valve Rubber	10	EA	$227.04	**$2,270.40**	
#3-3	Main Valve Repair Kit	10	EA	$687.09	**$6,870.90**	
#3-4	Bonnet Repair Kit	10	EA	$105.57	**$1,055.70**	
#3-5	Shoe Repair Kit	10	EA	$433.84	**$4,338.40**	
#3-6	% off manufacturer price	1	%	44%	**44%**	
Category 4- Mueller Improved: **Totals**					**$13,545.70**	
#4-1	Main Valve Repair Kit	10	EA	$1,069.23	**$10,692.30**	
#4-2	Upper Stem	10	EA	$285.34	**$2,853.40**	
#4-3	% off manufacturer price	1	%	40%	**40%**	
Category 5- Clow: **Totals**					**$1,122.50**	
#5-1	Main Valve Rubber	10	EA	$112.25	**$1,122.50**	
#5-2	% off manufacturer price	1	%	20%	**20%**	
Category 6- Kennedy: **Totals**					10%	
#6-1	% off manufacturer price	1	%	10%	**10%**	
Category 7- AVK: **Totals**					**7%**	
#7-1	% off manufacturer price-Please enter percentage as decimal	1	%	7%	**7%**	
Category 8- M&H: **Totals**					**$0.00**	
#8-1	% off manufacturer price-Please enter percentage as decimal	1	%	0%	**$0.00**	
Category 9- Delivery and percentage off parts not listed:					**$0.00**	
#9-1	*Please indicate if delivery is available by your company*	1	Y/N	$0.00	**$0.00**	YES, Mon to Fri 7:30AM-4:30PM
#9-2	*If delivery is available, please indicate charge, if any $*	1	Amount	$0.00	**$0.00**	Charge for emergency ship
#9-3	*Please state delivery time, after receipt of order/ Hours/Days*	1	Hours/Days	$0.00	**$0.00**	STOCK UP TO 6 WEEKS
#9-4	*% off for parts not listed-Please list percentage as decimal*	1	%	$0.00	**$0.00**	TBD

NOTE:

This contract will be awarded pursuant to unit prices which allows the City of Richardson to purchase the above listed services as the requirements and needs of the city arise on an annual basis. The city is not obligated to pay for a minimum or maximum of any of the above listed services. The city estimates expenditures to be approximately $150,000 annually through this contract and will adjust order quantities as needed to meet requirements and stay within budget.

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MEMO

DATE: **September 30, 2026**

TO: **Todd Gastorf – Director of Finance**

FROM: **Ally Dobbins – Purchasing & Franchise Manager** AD

SUBJECT: **Award of Bid #06-27 for the Cooperative Purchase of Enterprise Asset Management (EAM) Software to PSD Citywide in the amount of $154,600 through Sourcewell Contract #060624-PSD**

Proposed Date of Award: October 12, 2026

I concur with the recommendation of Dan Steege – Chief Information Officer and Josh Kincheloe – Assistant Director of IT Applications and request permission to issue a purchase order for EAM software to PSD Citywide in the amount of $154,600, which includes the implementation services and first year of annual maintenance, with annual renewals of $79,000, as provided in the attached quote.

The above referenced software has been competitively bid through Sourcewell Contract #060624-PSD. The City of Richardson is a member of Sourcewell through its existing Joint Exercise of Powers Agreement for cooperative purchasing pursuant to Texas Government Code Section 791.025 and Texas Local Government Code Section 271.102. This agreement remains in effect unless either party gives prior notice of termination.

Funding for the implementation and subsequent annual renewals will be provided from the IT Operating Budget and Water and Sewer Fund.

Concur:

Todd Gastorf

Todd Gastorf

ATTACHMENTS

RICHARDSON
TEXAS

MEMO

DATE: September 29th, 2026

TO: Ally Dobbins, Purchasing and Franchise Manager
THROUGH: Kent Pfeil, Chief Operating Officer

FROM: **Josh Kincheloe, Assistant Director IT Applications**
CC: Dan Steege, Chief Information Officer

SUBJECT: Approval to Purchase PSD Citywide Enterprise Asset Management (EAM) Software

ACTION REQUESTED:

Information Technology (IT) is requesting your consideration and approval of the purchase of new asset management software and implementation services to replace aging software that the incumbent manufacturer is discontinuing.

Infrastructure asset management provides essential information spanning citywide operations. The software tracks service requests, work orders, and inspections while providing insight into asset lifecycle and maintenance costs, which helps to plan the future for the City of Richardson. The new software will additionally modernize the current capabilities through the implementation of cloud-based services.

The funding for this effort is provided as follows:

Project Name: PSD Citywide EAM Implementation
Project Funding: Information Technology General Fund (50%); Water & Sewer Fund (50%)

It is recommended that the City Council approve the purchase of PSD Citywide EAM and implementation services at a price of $154,600 ($77,300 from IT General Fund; $77,300 from Water & Sewer Fund), utilizing Sourcewell contract 060624-PSD. The annual software renewal cost of $79,000 will also be split evenly between the Information Technology General Fund and the Water & Sewer Fund.

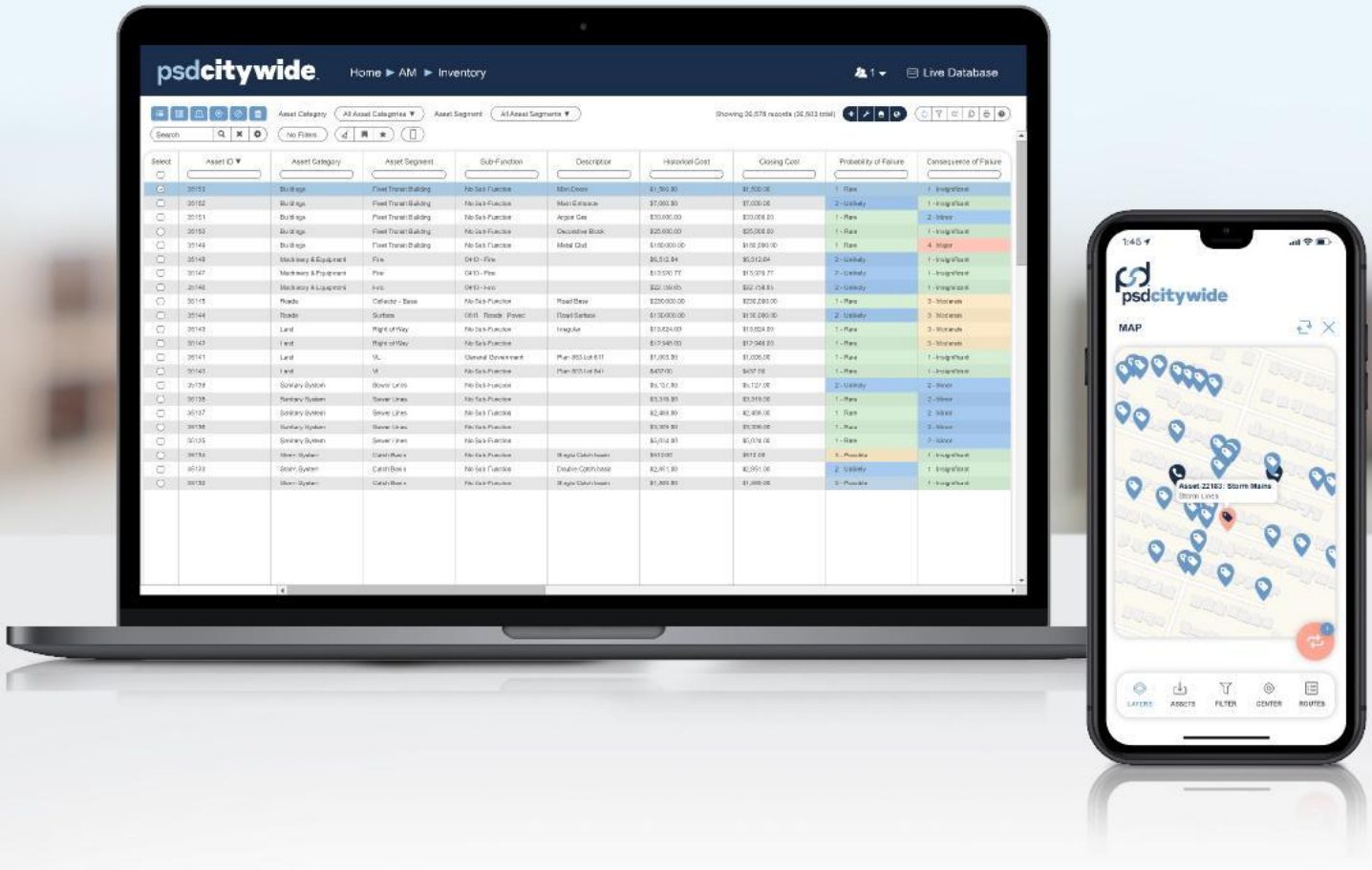
Citywide Enterprise Asset Management System

Statement of Work

City of Richardson, TX

Submitted by:

PSD Citywide Contact:
Christian Leech
222 West Las Colinas Blvd, Suite 1650 E, PMB 1128
Irving, Texas, 75039
e: cleech@psdcitywide.com
p: (817) 601-1569



Contact List

City of Richardson, TX ("Client")

Name	Title	Telephone	E-Mail
Josh Kincheloe	Asst Director of IT – Applications	972-744-4017	Joshua.Kincheloe@cor.gov

PSD Citywide (US) Inc. ("PSD Citywide")

Name	Title	Telephone	E-Mail
Christian Leech	Account Executive	817-601-1569	cleech@psdcitywide.com
Justin Scapinello	Regional Manager	469-949-3702	jscapinello@psdcitywide.com
Fernanda Pregnolato	Client success Operations	519-701-2078	fpregnolato@psdcitywide.com
Christie Wiggers	Director, Implementation Services	519-690-2565 Ext. 2708	cwiggers@psdcitywide.com

Statement of Work Terms

This **Statement** of **Work** ("**SOW**"), adopts and incorporates by reference the terms and conditions of that certain Master SaaS Agreement ("**Master Agreement**"), dated November 1st, 2026, by and between PSD Citywide (US) Inc., a Delaware corporation ("**PSD Citywide**") and the City of Richardson, TX,("Customer", and together with PSD Citywide the "**Parties**," and each, a "**Party**"). This SOW is effective beginning on November 1st, 2026 ("**Effective Date**") and will remain in effect until November 1st, 2027 ("**Expiration Date**"), unless earlier terminated in accordance with the Master Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement. A copy of the Master Agreement is attached hereto as Appendix C.

This SOW, including all pricing and outlined terms, is valid for 60 days. After this date, the terms and pricing outlined within may be subject to revision or withdrawal. We encourage timely review and communication to ensure alignment with the current SOW details.

Statement of Work Date: November 1, 2026
Version: 2.0

Project Deliverables

The purpose of this project is to implement both Citywide Maintenance, and Citywide Assets as part of the Citywide Software Suite. The aim is to provide the Client with a complete asset registry for all asset types and a maintenance management solution that encompasses service requests, work orders, and preventative maintenance. This dual implementation will support its Asset Management practices by offering a centralized system for utilizing data and managing asset maintenance efficiently.

1. Citywide Maintenance

Citywide Maintenance is a comprehensive Computerized Maintenance Management System (CMMS) with built-in service request, work order, and preventative maintenance applications. It is specifically designed to empower all municipal departments to prioritize, schedule, and track maintenance projects seamlessly. Whether in the office or out in the field, users can access and manage service requests and work orders, streamlining day-to-day maintenance operations.
Built from the ground up to meet the unique requirements of Public Works, Citywide Maintenance facilitates efficient workflow management, project tracking, and resource allocation. At its core, it supports municipalities in planning, managing, assigning, recording, and reporting on all types of work completed as part of their operations, ensuring transparency and accountability.
As an enterprise, cloud-hosted solution, Citywide Maintenance integrates fully with the Citywide suite of modular tools, including asset management, GIS, and permits management. All modules are hosted, developed, and supported by PSD Citywide, offering a unified and robust system for managing municipal operations.

Additionally, Citywide Maintenance includes a mobile application, designed for staff to access and update work order information in real-time while in the field. The mobile app allows users to review and complete work orders, update schedules, and manage priority tasks, even when offline. Once an internet connection is available, all information is automatically synchronized, ensuring that field operations are as efficient and reliable as office-based work.

2. Citywide Assets

Citywide Assets is a comprehensive enterprise asset management solution that supports all asset classes and serves as a central database for asset information across the organization. Designed to align with industry standards, it offers advanced asset management capabilities, including lifecycle planning, risk management, service level assessment, and decision support.

Users can create asset data hierarchy using industry-standard naming conventions, like Uniformat coding, and create detailed asset profiles. These profiles facilitate the generation of lifecycle strategies, risk matrices, and condition reports. Additionally, Citywide Assets enhances financial reporting accuracy and efficiency, integrating asset data into financial processes seamlessly. The system also features a GIS viewer, enabling users to visualize and access asset information through a dynamic mapping interface, thereby improving infrastructure planning and communication around asset management.

3. GIS Viewer

Citywide GIS Viewer integrates GIS data into the Citywide platform, offering users an enhanced experience in accessing and managing geographic information. This integration improves data accessibility, reduces manual data entry errors, and supports better decision-making by providing a unified view of geographic data.

Project Scope - Citywide Enterprise Asset Management

Legend			
✓ = Included	✗ = Not Included	T = Training only	TBD = To be determined

Asset Classes and Business Units to be Implemented

Asset Classes	In Scope
Roads	✓
Bridges	✓
Water & Wastewater	✓
Facilities	✓
Parks	✓
Machinery & Equipment	✓
Land & Land Improvements	✓
Information Technology	✓

Enterprise Asset Management Implementation Scope

Features	Public Services	Parks & Recreation	Capital Projects & Engineering	Facilities	Transportation & Mobility
Service Requests	✔	✔	✔	✔	✔
Customers & Properties *(Upload existing data)*	✔	✔	✔	✔	✔
Activity Based Work Orders	✔	✔	✔	✔	✔
Asset Based Work Orders	✔	✔	✔	✔	✔
Inspection Work Orders	✔	✔	✔	✔	✔
Process Checklists	✔	✔	✔	✔	✔
Preventative & Scheduled Maintenance	✔	✔	✔	✔	✔
Workflow Notifications	✔	✔	✔	✔	✔
Sandbox for Training & Testing	✔	✔	✔	✔	✔
Training Core & Admin	✔	✔	✔	✔	✔
Training End User	✔	✔	✔	✔	✔
Training Mobile	✔	✔	✔	✔	✔
Resource Costing – *Labor, Equipment, Parts & Materials*	✔	✔	✔	✔	✔

Project Schedule

The estimated duration of this project is **4-8 months**. The detailed project schedule and Gantt chart will be supplied after the kick-off meeting and will be reviewed and approved in phases as the project progresses. The duration of the project is dependent on multiple factors including client availability as well as data activities. Note that Client time and resources will be required regularly throughout the project as part of the following steps:

1. Completing data templates,
2. Testing the system during the designated testing period to ensure proper configuration, and
3. Participation in applicable training sessions.

Project Communication

Clear and efficient communications between the Client and PSD Citywide is vital to project success. In the kick-off meeting, the main point of contact for PSD Citywide and the Client will be decided upon and the Client will be introduced to PSD Citywide's Project Management Tool, Kantata, in which clients can have access to view the progress of the project. All high-level client communications, including project progress updates, scheduling future meetings/workshops and sending of data should be done between these individuals unless stated otherwise throughout the project. In addition, every two weeks starting with the kick-off meeting, the PSD Citywide Project Manager will provide a project status update that includes progress of tasks completed to date and the timelines and milestones of activities moving forward. Alternatively, the client can check project progress, statuses, and updates through Kantata.

PSD Citywide project management effort is influenced by the duration of the project. Deviations from the project duration proposed may result in additional costs.

Project Change Management and Client Responsibilities

1. Client Responsibilities and Adherence to Schedule
The Client is required to prioritize scheduled meetings and tasks as detailed in the project plan. Delays in attending these meetings or completing assigned tasks may lead to adjustments in the project timeline and potential additional costs.

2. Adjustments Due to Requirement Changes
If the Client’s detailed requirements significantly deviate from the initial assumptions made during project planning and proposal, PSD Citywide may need to revise the project scope and pricing. Any additional work required will need Client approval and may lead to extended project timelines and additional fees.

3. Data Quality Assumptions
The project assumes that the Client will provide data that is complete, consistent, and formatted according to mutually agreed-upon standards. Should significant data quality issues arise—such as missing critical information, data format discrepancies, or inconsistencies that impede processing—PSD Citywide will provide an estimate for the additional work required to remediate these issues. This may also necessitate adjustments to the project timeline and budget.

4. Change Order Process
For any changes in project scope, requirements, data issues, or significant schedule delays, a formal change order will be issued. The Client must approve this change order before any additional work begins. The change order will detail:

- Additional work required.
- A revised timeline and resource allocation.
- An updated cost estimate for the additional services.

5. Implementation of Professional Services Rates & Scope

Implementation Professional Services rates are as follows:

- $1,800 / day or $225.00 / hour – a day includes 8 hours of services.
- Requests for additional Implementation Professional Services may be made via e-mail or a purchase order from an authorized representative of the Client. This will serve as authorization to perform and invoice the service.
- Implementation Professional Services rates are valid for the term of this agreement only.

Implementation Professional Services Scope: There is sometimes a fine line as to what can be handled as support, vs. additional Professional Services. While PSD Citywide attempts to handle as much as possible as support, when a request is made to implement a process change or an enhancement which is specific to a customer, and the advice or work extends beyond a general description of the steps required, PSD Citywide will suggest purchasing additional Professional Services to implement the new requirement. Professional Services will be billed at the current hourly rate, which will be invoiced at the end of the month. The Client will be made aware of any billing prior to providing assistance.

Training

PSD Citywide follows the "Train the Trainer" model such that Client Admin users are trained to be comfortable with the system functionality to the level where they can conduct in-house end user training with additional users. Training can occur on-site or remotely (via the web or phone). On-site training is subject to standard travel and accommodation expenses as outlined in the Project Budget section below. Training hours must be used before the completion of the project.

Pricing

Summary

Implementation Services	Amount
Citywide Enterprise Asset Management	$57,600.00
Value Added Features & Services	$18,000.00
Total Implementation Services	**$75,600.00**

Annual Version Protection & Maintenance	Amount
Citywide Enterprise Asset Management • Includes API	$75,000.00
Value Added Annual Version Protection & Maintenance	$4,000.00
Total Annual Version Protection and Maintenance	**$79,000.00**

Project Budget Breakdown (Enterprise Asset Management)

Implementation & Professional Services		Amount
Project Management	Needs Assessment, Kickoff Meeting, Project Planning, Schedules, Status Reports, Update Meetings, Issues and Go-Live Planning	$3,600.00
	Total Project Management	**$3,600.00**
Implementation & Configuration	Process Workshops and Implementation Recommendations	$45,000.00
	Citywide Spaces	
	Asset Inventory Data Load and Structure	
	Service Requests & Work Orders	
	Workflow Process Control	
	Customers and Properties	
	Preventative & Scheduled Maintenance	
	Workflow Notifications	
	Testing – AT, System, Test Cases/Scenarios & Go-Live Support	
	Total Implementation & Configuration	**$45,000.00**
Training	Admin Training	$1,800.00
	Maintenance Admin Training	$3,600.00
	End User Training	$3,600.00
	Total Training	**$9,000.00**
Total Implementation Costs		**$57,600.00**

Annual Version Protection & Maintenance	Amount
Citywide Enterprise Asset Management	$75,000.00
Total Annual Version Protection and Maintenance	**$75,000.00**

Value Added Features & Services

Value Added Services	In Scope	Implementation	Annual Fee
Citywide Core			
GIS Integration (WMS) - Automatic	✔	$3,600.00	Included
Field Mapper – Configuration *(Set up and link GIS attributes with ArcGIS)*	✔		
Single Sign-on (SSO) Integration	✔	$1,800.00	$500.00
Additional Data Storage	✘		
Third Party Integrations	✘		
Additional Onsite Training – 2 days *Includes all training preparation time and travel costs*	✔	$5,400.00	
30/60/90 Day Reviews	Included	Included	Included
Assets Module			
Citywide Asset Collector	✔	Included	Included
Advanced Analytics	✔	Included	Included
Asset Profiles Configured Condition Scales and Attributes – 5 Included	✔	Included	Included
Asset Profiles Configured Risk and Lifecycle – 5 Included	✔	Included	Included
Condition Calculator Configured	✘		
Maintenance Module			
Citywide Customer Portal	✔	$3,600.00	$3,500.00
Legacy Data Import – SR & WO *(Standalone table)*	✔	$3,600.00	
Additional Database *(Sandbox)*	✘		
	Total:	**$18,000.00**	**$4,000.00**

Professional Services

- PSD Citywide (US) Inc. warrants that the Professional Services shall be performed by its employees or subcontractors in a manner conforming to generally accepted industry standards and practices. No other warranties, expressed or implied, are made with respect to the Professional Services to be supplied by PSD Citywide (US) Inc. hereunder, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

Terms of Payment

- Implementation Professional Services will be invoiced in 8 **equal monthly** amounts beginning after the kick-off meeting. The final invoice will be issued upon project sign-off.
- Annual Version Protection & Maintenance will be invoiced 30 days following the kick-off meeting of this project. Subsequent year's maintenance will be invoiced annually from that date. Annual Version Protection & Maintenance will be limited to a maximum annual escalation of 3.5%. Should the licensee opt to discontinue the support service, the invoice should be immediately returned to PSD Citywide (US) Inc. unpaid, with a letter to that effect.
- All amounts quoted are in USD dollars and will be invoiced as such. The Client shall be responsible for paying any applicable taxes.
- PSD Citywide expenses including mileage, accommodation, meals, and ground transportation are extra where applicable and will be billed at cost.
- Taxes are extra where applicable. Consulting rates are valid for the term of this agreement only.
- The Client shall pay invoices within 30 days of receipt of the invoice. Any amounts unpaid after the due date shall be subject to a late charge of 2% per month.
- The Client shall direct all PO information or invoice inquiries to finance@psdcitywide.com.

Authorization

This contract shall be deemed to have come into force when executed by representatives authorized to bind the respective corporations: City of Richardson, TX and PSD Citywide (US) Inc.

Terms and Assumptions Accepted Between:

City of Richardson, TX

2630 Campbell Creek Blvd.

Richardson, Texas, 75082

By: **Kent Pfeil**
(Print Name)

_____
(Signature)

_____
(Date)

PSD Citywide (US) Inc.

222 West Las Colinas Blvd.

Irving, Texas, 75039, Suite 1650 E,

PMB 1128

By: _____
(Print Name)

_____
(Signature)

_____
(Date)

Additional Information Required to be Completed by Customer

Does your organization require a purchase order (PO) before issuing payment?

No ☐

Yes - The PO# for this order is: _____

All PSD Citywide Invoices to be Directed to:

Accounts Payable Contact: _____

Telephone: _____

Email Address: _____

Billing Address: _____

Appendix A – Assets Definitions

Asset Collector: Activation of and training on the mobile app to allow the client to collect point data in the field as well as to update key asset information like attributes and condition.

Citywide API: Application Programming Interface in the form of a web service allows the ability to interface Citywide with other software systems to import or extract data elements. Setup and documentation provided, client responsible for programming and automating.

Legacy Data Import (Files/Attachments): Ability to import standard format files/attachments (ex. pdf, doc) related to assets from other client systems into Citywide specifically adhering to the Citywide data model and workflow.

Single Sign-On (SSO): Ability to authenticate using the client's identity provider and protocol to automatically log users into Citywide web and mobile.

Citywide GIS Viewer: Allows users to visualize and join spatial information to various Citywide modules (ex. Assets, Permitting, Maintenance Manager, etc.) to aid in decision making processes.

Citywide GIS/Client GIS Integration: Ability to read from the client's enterprise GIS system (i.e. hosted web map/feature services) and display spatial data within the Citywide GIS Viewer.

Post-Implementation 30-60-90 Day Reviews: A personalized support service designed to keep Citywide running smoothly. Benefit from scheduled 30, 60, and 90-day check-ins where our experts conduct comprehensive database reviews and provide tailored recommendations, ensuring your continued success with the system. Involves 3 pre-scheduled 1-hour client meetings at 30, 60, 90 days.

Implementation & Configuration (Data Import): Client must provide data in an excel file**.** PSD Citywide will review the available information in the client's asset listing and suggest classifications based on available data. Some concessions may need to be made to account for client reporting requirements. For example, if PSD Citywide suggests an industry standard classification listing but the client has been financially reporting otherwise, they may require additional asset classifications as well.

When the asset listing has been confirmed, PSD Citywide will move the initial dataset into the software via the Upload Centre. Additionally, PSD Citywide will perform a Quality Assurance check on the data to ensure all the attributes, assets and asset information from the spreadsheet has been moved into the system without anything missing, incorrect or duplicated data.

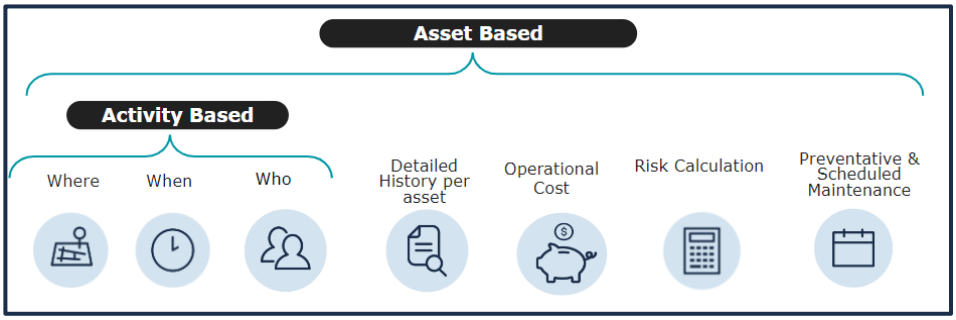
Appendix B - Maintenance Definitions

Pre-Implementation Needs Analysis: Involves assessing the specific detailed client requirements and constraints to ensure goals and project activities are focused on the clearly defined objectives of the project.

Customers & Properties (Upload existing data):
Involves the import of customers & properties data from 3rd party system

Activity Based Work Orders: Involves the ability to create work orders without connecting them to Assets. This allows you to record key details such as where, when, what and who completed work.

Asset Based Work Orders: Takes the WO functionality to the next level, where in addition to Activity based functionality, you will also be able to track a detailed history of activity per asset, operational Costs per Asset. You can also utilize Operational activity costs or occurrences as risk calculation factors. Preventative or Scheduled Maintenance Work Orders also fall under the Asset Based Work Orders category.



Inspection Work Orders: Involves the ability to identify and record custom pass/fail inspection criteria which will result in an inspection result of pass or fail.

Process Checklists: Involves the ability to create custom checklists and procedures associated to Work Orders & Inspections and can be made optional or mandatory before completion of the work order.

Workflow Notifications: This will involve the configuration of custom notification rules, based on specific workflow notification requirements, to ensure email notifications are going to the right person at the right time, in response to custom date or status triggers.

Sandbox for Training & Testing: A sandbox database will be available for the duration of the project for configuration testing and training. Configuration transfer will take place to move final signed off configuration for the Sandbox to the Production environment ahead of client go live

Training Only: When the "Training Only" option is selected, the functionality is available for client use but is not included in the implementation or support of the project. Training will be provided in a demo database to enable the client to use this functionality independently in the future, but it will not be customized to the client's specific environment.

Citywide API: Application Programming Interface in the form of a web service allows the ability to interface Citywide with other software systems to import or extract data elements. Setup and documentation provided, client responsible for programming and automating.

Citywide Customer Portal: Ability for applicants to create an account with the client and submit applications electronically into Citywide for staff review and processing.

Citywide GIS Viewer: Allows users to visualize and join spatial information to various Citywide modules (ex. Assets, Permitting, Maintenance Manager, etc.) to aid in decision making processes.

Citywide GIS/Client GIS Integration: Ability to read from the client's enterprise GIS system (i.e. hosted web map/feature services) and display spatial data within the Citywide GIS Viewer.

Asset Collector via Mobile App: For Maintenance implementation this add on is required if users will need the ability to download and interact with assets while in the field for such activity as adding an asset to a work order, creating a work order from an asset, or clicking on an asset linked to a work order to view further asset details.

Legacy Data Import (Files/Attachments): Ability to import standard format files/attachments (ex. pdf, doc) of completed applications, permits, or licenses from other client systems into Citywide specifically adhering to the Citywide data model and workflow.

Single Sign-On (SSO): Ability to authenticate using the client's identity provider and protocol to automatically log users into Citywide web and mobile.

Test Database (Sandbox): A secondary Citywide database (copy of production) that allows the client to test new features/functions and execute training programs within their organization.

Post-Implementation 30-60-90 Day Reviews: A personalized support service designed to keep Citywide running smoothly. Benefit from scheduled 30, 60, and 90-day check-ins where our experts conduct comprehensive database reviews and provide tailored recommendations, ensuring your continued success with the system. Involves 3 pre-scheduled 1-hour client meetings at 30, 60, 90 days.

Appendix C – Master SaaS Agreement

This Master Software as a Service Agreement ("**Saas**") Agreement (this "**Agreement**"), dated as of November 1st, 2026 (the "Effective Date"), is by and between PSD Citywide (US) Inc., a Delaware corporation with offices located at 148 Fullarton Street, London, ON, N6A 5P3 ("**PSD Citywide**") and the City of Richardson, TX, with offices located at 2630 Campbell Creek Blvd, Richardson, TX, 75082. ("**Customer**"). PSD Citywide and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

1
WHEREAS, PSD Citywide provides access to the Services to its customers; and

WHEREAS, Customer desires to access the Services, and PSD Citywide desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions:

a. **"Aggregated Statistics"** means data and information related to Customer's use of the Services that is used by PSD Citywide in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

b. **"Authorized User"** means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

c. **"Customer Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

d. **"PSD Citywide IP"** means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, PSD Citywide IP includes Aggregated Statistics and any information, data, or other content derived from PSD Citywide's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

e. **"Services"** means the SaaS offering as described on a schedule to this Agreement, or on a separate purchase order, statement of work, or other document between the Customer and PSD Citywide. Such schedule, purchase order, statement of work, or document is referred to herein as a "Schedule". In addition to ongoing SaaS services, the Services may include implementation services to initiate and integrate the SaaS services for the Customer and consulting services. Additional Services may be added

from time to time by the parties entering into additional Schedules that refer to this Agreement.

2. Access and Use:

a. **Provision of Access.** Subject to terms and conditions of this Agreement, PSD Citywide hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 24) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. PSD Citywide shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services subject to Section 6. The total number of Authorized Users will not exceed the number set forth on the applicable Schedule, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

b. **Documentation License**. Subject to the terms and conditions contained in this Agreement, PSD Citywide hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 24) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

c. **Use Restrictions.** The Customer will not: (a) reproduce, sell, rent, assign, lease, sublicense, distribute, pledge, serve third parties, market or commercially exploit, in any way, except as provided in this Agreement the Services or any component thereof; (b) use the Services to process data for other parties or for any purpose or function whatsoever other than for its own internal use; (c) use the Services except as authorized herein; (d) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear during use of any Services; (e) reverse engineer, decompile, disassemble or create derivative works from the Service or any software that is part of the Service; or (f) use the Services for activities that are illegal or unethical.

d. **Reservation of Rights.** PSD Citywide reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the PSD Citywide IP.

e. **Suspension.** Notwithstanding anything to the contrary in this Agreement, PSD Citywide may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) PSD Citywide reasonably determines that (A) there is a threat to or attack on any of the PSD Citywide IP; (B) Customer's or any Authorized User's use of the PSD Citywide IP disrupts or poses a security risk to the PSD Citywide IP or to any other customer or vendor of PSD Citywide; (C) Customer, or any Authorized User, is using the PSD Citywide IP for fraudulent or illegal activities, or activities outside of Customer's ordinary course of business; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any

bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) PSD Citywide's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of PSD Citywide has suspended or terminated PSD Citywide's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 4(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). PSD Citywide shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. PSD Citywide shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. PSD Citywide will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

f. **Aggregated Statistics.** PSD Citywide may monitor Customer's use of the Services and collect and compile Aggregated Statistics based on Customer Data input into the Services and other sources. As between PSD Citywide and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by PSD Citywide. Customer agrees that PSD Citywide may use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. Service Levels and Support:

a. **Service Levels.** Subject to the terms and conditions of this Agreement, PSD Citywide will provide support ("Support") for the Services as described on the PSD Citywide Support Schedule, attached hereto as Schedule A. PSD Citywide will maintain a minimum uptime of 97% for the Services, measured monthly, excluding scheduled maintenance windows communicated at least 48 hours in advance. If uptime falls below 97% but remains at or above 95% in any calendar month, Customer shall receive a service credit equal to 10% of the monthly Fees for the affected Services. If uptime falls below 95% in any calendar month, Customer shall receive a service credit equal to 25% of the monthly Fees for the affected Services. Service credits shall be applied against the next invoice. If uptime falls below 95% for three or more months in any twelve-month period, Customer shall have the right to terminate this Agreement upon 30 days' written notice and receive a pro-rata refund of any prepaid Fees.

b. **Support.** The access rights granted hereunder entitle Customer to the Support described on Schedule A for the Term.

c. **Uptime.** PSD Citywide delivers a verified 99.96% uptime which is inclusive of all planned maintenance periods. When issues do arise, critical issues receive a response within 4 hours during business hours, with every attempt to resolve them within one working day.

4. Fees:

a. **Fees**. Customer shall pay PSD Citywide the fees ("Fees") as set forth in the statement of work without offset or deduction. Pricing contained in the statement of work may be based on certain assumptions and exclusions. If any assumptions and exclusions set out on a Schedule turn out to be incorrect, PSD Citywide may treat any additional work required as a change request from the Customer. PSD Citywide may change any fees payable under any Schedule at any time. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the applicable Schedule. Recurring monthly fees are payable in advance. Other fees are payable in arrears within 30 days of the date of invoice. If Customer fails to make any payment when due, without limiting PSD Citywide's other rights and remedies: (i) PSD Citywide may charge interest on the past due amount at the rate of 2% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse PSD Citywide attorneys' fees, court costs incurred by PSD Citywide for enforcement of this Agreement; and (iii) if such failure continues for 30 days or more, PSD Citywide may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. Any payments, or any deposits paid for any Services, are not refundable absent default by PSD Citywide.

b. **Taxes**. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on PSD Citywide's income.

c. **Auditing Rights and Required Records**. PSD Citywide agrees to maintain complete and accurate records during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Customer may, at its own expense, on reasonable prior notice, periodically inspect and audit PSD Citywide's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has been overcharged PSD Citywide with respect to any amounts due and payable during the Term, PSD Citywide shall promptly pay the amounts necessary to rectify such overpayment, together with interest in accordance with Section 4(a). PSD Citywide shall pay for the costs of the audit if the audit determines that Customer's overpayment equals or exceeds 10% for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two years after the termination or expiration of this Agreement.

5. Term: This Agreement will commence upon execution. This Agreement is effective until terminated.

The term ("**Term**") of the various Services will begin on the agreement date and be for a period of 12 months. The Term of each Schedule will automatically extend for a period of 12 months. The Customer may terminate the applicable Schedule by giving at least 60 days prior notice to PSD Citywide. PSD Citywide may terminate the applicable Schedule at the end of the then current Term by giving at least 6 months prior written notice. Customer may terminate this Agreement and all applicable Schedules or suspend payment therefore if PSD Citywide breaches any of the terms and conditions of this Agreement, Schedule work order and/or change order and such breach is not cured 15 days following after receipt of notice thereof.

PSD Citywide may terminate this Agreement and all applicable Schedules or suspend the provision of Services, if not cured within 15 days following receipt of notice of default, upon the occurrence of any of the following events: (a) Customer fails to comply with any provision of this Agreement, uses the Services beyond the scope described herein, or fails to pay when due; (b) Customer attempts to assign, sub-license, or otherwise transfer any of its rights under this Agreement without the consent of PSD Citywide; or (c) Customer files an assignment in bankruptcy or is or becomes bankrupt and/or insolvent, upon the appointment of a receiver for all or substantially all of the property or assets of the Customer, upon the making of any assignment or attempted assignment for the benefit of creditors or on the institution by Customer of any act or proceeding for the winding up of its business.

6. Security: Logon ID's, passwords or other authentication are required to access the Services. It is the Customer's responsibility to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and not share them with others. The Customer is responsible for all activity carried on under its account.
In the event of any suspected unauthorized use of the Services, or any suspected breach of security, including loss, theft, or unauthorized disclosure of password information, the Customer will notify PSD Citywide immediately. In the event of a breach of security, the Customer will remain liable for any unauthorized use of the online Services until it notifies PSD Citywide of such breach.

7. Intellectual Property Ownership; Feedback.

a. **PSD Citywide IP**. Customer acknowledges that, as between Customer and PSD Citywide, PSD Citywide owns all right, title, and interest, including all intellectual property rights, in and to the PSD Citywide IP.

b. **Customer Data**. Customer represents, warrants and covenants to the extent allowed by law and based on its belief to PSD Citywide, and PSD Citywide acknowledges, that Customer owns or otherwise has and will have all right, title, and interest, including all intellectual property rights, in and to the Customer Data so that, as received by PSD Citywide and as used in providing the Services in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights of any third party or violate any applicable Law. For the avoidance of doubt, the foregoing sentence does not create an indemnification obligation on the part of Customer. Customer hereby grants to

PSD Citywide a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for PSD Citywide to provide the Services to Customer. Upon termination of the Services, the Customer will have 90 days to obtain its Customer Data as may be stored by PSD Citywide subject to the provision of Service, after which PSD Citywide will delete it. Notwithstanding the forgoing, PSD Citywide may retain a copy of Customer Data subject to its record retention policies.

c. **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to PSD Citywide by mail, email, telephone, or otherwise, suggesting or recommending changes to the PSD Citywide IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), PSD Citywide is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to PSD Citywide on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and PSD Citywide is free to use without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although PSD Citywide is not required to use any Feedback.

8. Updates: The online SaaS Services will be updated by PSD Citywide from time to time in its sole discretion at no additional cost to the extent it provides such updates to its customers generally, provided that the Services are not materially downgraded by doing so. Additional features may be made available from time to time for an additional cost.

9. Customer Responsibility: Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided or enabled by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users or any third party that gains access to the Services or Documentation through Customer or an Authorized User, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

10. System Availability: PSD Citywide will use commercially reasonable efforts to keep online services operational on a continuous basis, subject to reasonable maintenance requirements and matters beyond PSD Citywide's reasonable control. If PSD Citywide reasonably determines in good faith that the Customer is materially and adversely affecting online Service performance, then PSD Citywide may, upon reasonable prior written notice to Customer and a reasonable opportunity for Customer to cure (not less than 5 business days except in cases of emergency), suspend the online Services to the Customer until the problem is rectified.

11. Limited Warranty and Warranty Disclaimer.

a. PSD Citywide warrants that the Services will conform in all material respects to the service levels set forth in Schedule A when accessed and used in accordance with the Documentation. PSD Citywide does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Schedule A. The remedies set forth in Section 3(a) are Customer's sole remedies and PSD Citywide's sole liability under the limited warranty set forth in this Section 11(a).

b. EXCEPT FOR THE PSD Citywide indemnification of Customer for third party claims for intellectual property violation or infringement and the LIMITED WARRANTY SET FORTH IN SECTION 11(a), THE PSD CITYWIDE IP IS PROVIDED "AS IS" AND PSD CITYWIDE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PSD CITYWIDE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 11(a), PSD CITYWIDE MAKES NO WARRANTY OF ANY KIND THAT THE PSD CITYWIDE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

a. PSD Citywide Indemnification.

i. PSD Citywide shall indemnify, defend, and hold harmless Customer, its council, officers and employees from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services and the Documentation, or any use of the Services or of the Documentation in accordance with this Agreement, infringes or violates such third party's intellectual property rights, registered patents or copyrights, provided that Customer promptly notifies PSD Citywide in writing of such Third-Party Claim, cooperates with PSD Citywide, and allows PSD Citywide sole authority to control the defense and settlement of such Third-Party Claim.

ii. If a Third Party-Claim is made or appears possible, Customer agrees to permit PSD Citywide, at PSD Citywide's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make them non-infringing, or (B) obtain the right for Customer to continue use of the Services in accordance with this Agreement. If PSD Citywide determines that neither alternative is reasonably available, PSD Citywide may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and require Customer to immediately cease any use of the Services or any specified feature thereof.

iii. This Section 12(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by PSD Citywide or authorized by PSD Citywide in writing; (B) modifications to the Services not made by PSD Citywide; or (C) Customer Data.

b. **Sole Remedy.** THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PSD CITYWIDE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PSD CITYWIDE IP INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. EXCEPT FOR PSD CITYWIDE INDEMNIFICATION OF CUSTOMER FOR THIRD PARTY INTELLECTUAL PROPERTY RIGHT VIOLATION OR INFRINGEMENT CLAIMS IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PSD CITYWIDE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PSD CITYWIDE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PSD CITYWIDE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $100, WHICHEVER IS LESS.

14. Confidential Information: Confidential Information is all information of either party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to technology, business plans, assets, liabilities, prospects, finances, product capabilities or lack thereof), that is disclosed by a party to the other or that is otherwise learned by the other in the course of its discussions or business dealings with the other, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential.

Confidential Information will not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of the receiving party, direct or indirect, intentional or unintentional; (b) any Confidential Information which the receiving party can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from the other party; (c) any Confidential Information that is disclosed to the receiving party by another party not in violation of the rights of the other party or any other person or entity; (d) any Confidential Information which is either compelled by law or by the order of a court of competent

jurisdiction to be disclosed; and (e) any ideas, concepts, know-how, or techniques learned while providing the Services.

The parties will (i) not use Confidential Information for any purpose other than that contemplated by this Agreement; (ii) not disclose Confidential Information to anyone without the prior written authorization of the disclosing party, during the term of this Agreement or at any time thereafter; (iii) handle, preserve and protect Confidential Information with at least the same degree of care that it affords or would afford to its own Confidential Information, including taking all reasonable efforts to avoid disclosure of such Confidential Information to any third party, at any time; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the party's obligations with the other, and are under confidentiality obligations.

Notwithstanding the above, PSD Citywide may use, share, aggregate and monetize anonymized and aggregate data.

15. Privacy: The parties will treat any personal information in the possession of the other party that they may have access to under this Agreement as required under applicable privacy legislation and each party's own privacy policy as it exists from time-to-time. Neither party will use or disclose such personal information in any way except pursuant to the other party's instructions or to the extent necessary to perform this Agreement. PSD Citywide will use security measures adequate to the sensitivity of the personal information to protect personal information. If PSD Citywide subcontracts any part of its obligations hereunder it will obtain contractual obligations similar to this section from the subcontractor. See our privacy policy for more detail.

16. Non-Solicitation: During the Term and for a period of 12 months thereafter, the Customer will not (directly or indirectly) recruit, hire as an independent contractor, or offer employment to any individual that is then, or has been within the previous 12 months, an employee of PSD Citywide.

17. **Prior Agreement**: This Agreement and all applicable Schedules contain the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this Agreement is binding on either party. This Agreement cannot be amended or modified, other than by a change made in writing, dated and executed by the parties.

18. Survival: The provisions of this Agreement pertaining to Confidential Information, privacy, and non-solicitation will survive the termination of this Agreement. Other sections pertaining to rights and obligations which by their nature should survive termination are hereby confirmed to so survive.

19. Force Majeure: In no event shall PSD Citywide be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond PSD Citywide's reasonable control, including but not limited to acts of God, flood, fire, earthquake,

explosion, pandemic, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

20. Notice: All required notices, or notices which may be provided in accordance with this Agreement, will be in writing and will be duly provided for if the notice is remitted to its addressee by courier, mail, or e-mail (provided that notices sent by e-mail are only effective if the recipient confirms receipt by reply email), if to PSD Citywide to the address at the bottom hereof, and if to the Customer to the address set out on the applicable Schedule, or such other address as the party which is to receive the notice indicates to the party providing the notice, in the manner provided for in this section. Every notice delivered in the manner provided for herein will be deemed to have been received: when delivered or by e-mail the first business day after the date received; or the fifth business day following the date of mailing, if sent by mail.

21. Amendment and Modification; Waiver. No amendment to or modification of this Agreement, except as otherwise provided herein, is effective unless it is in writing and signed by an authorized representative of each Party. Nothing in a Schedule may amend this Agreement unless the Schedule explicitly states that the Schedule is amending this Agreement, refers to the section being amended and is signed by both parties. Any specifications, work requests, statements of work, budgets or other documents that are signed by the parties or explicitly incorporated by reference within other signed documents from time to time form part of this Agreement and the applicable Schedule under which they are prepared. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

22. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the state or federal courts of the United States situated in Dallas County, Texas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

24. Assignment. PSD Citywide may not assign this Agreement without the prior written consent of Customer, except to an entity that acquires all or substantially all of the business or assets of PSD Citywide, whether by merger, reorganization, acquisition, sale, or otherwise. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of PSD Citywide. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

25. Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

26. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

27. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

28. Insurance.

(a) PSD CITYWIDE shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the Customer, its council, officers, and employees (collectively referred to as the "Customer") insuring against claims, demands or actions relating to the work and services provided by PSD CITYWIDE pursuant to this Agreement with a limit of $1,000,000.00 per occurrence for injury to persons (including death), and for property damage and $2,000,000.00 in the general aggregate including products and completed operations; (ii) automobile liability insurance covering all vehicles owned non-owned and hired and/or operated by PSD CITYWIDE, its officers, independent contractors and employees, and used in the performance of this Agreement with policy limits of $1,000,000.00 combined single limit per accident for bodily injury, death and property damage; and (iii) statutory Worker's Compensation and Employers Liability covering all of PSD CITYWIDE's employees involved in the provision of services under this Agreement with policy limit of $500,000.00 each illness and in the aggregate.

(b) All insurance shall provide the following provisions: (1) include Customer, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for a waiver of subrogation against City for injuries,

including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. An endorsement needs to be added to all policies, with a copy of the endorsement provided to Customer that indicates the insurance company will provide to Customer at least a thirty (30) day prior written notice for cancellation, and/or non-renewal of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, PSD CITYWIDE shall provide at least thirty (30) days prior written notice to Customer of any cancellation, and/or non-renewal to any of the policies of insurance. All policies must be written on a primary basis, non-contributory with any insurance coverage and/or self-insurance maintained by Customer.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A-1" by AM Best or other equivalent rating service.

(d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to Customer prior to commencement of services. On every date of renewal of the required insurance policies, PSD CITYWIDE shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to Customer. In addition, PSD CITYWIDE shall within ten (10) business days after written request provide Customer with certificates of insurance and policy endorsements for the insurance required herein.

[Signature Page Follows]

IN WITNESS WHEREOF this Agreement has been entered into by the parties hereto as of the _____ day of _____, 2026.

PSD Citywide (US) Inc.

By: _____
Name:
Title:

City of Richardson, TX

By: _____

Name: Kent Pfeil
Title: Chief Operating Officer

Schedule A: Support Schedule

This schedule sets out support levels provided by PSD Citywide for its SaaS products. This schedule is subject to the terms of the SaaS Agreement to which it is attached.

PSD Citywide supports its SaaS products in a number of ways, including in product help, and support web pages.
If the Customer must contact PSD Citywide for support, PSD Citywide will do so based on the metrics below.

Error Classification / Description for reporting to VENDOR	**Description & Target Action(s) & Target Response Times from VENDOR**
CRITICAL System cannot run. A time critical user job is stopped and affecting a significant number of users.	**Response Time:** **Within 4 hours from the time PSD Citywide is notified of the Error** (for Critical Errors first occurring during business hours 8:00AM to 8:00PM EST) **Target Resolution Time:** Every attempt is made by PSD Citywide to resolve the Error within 1 working day
HIGH PRIORITY An important operational user job is stopped. A time critical user job is at risk of stopping or malfunctioning; an important function of the System is malfunctioning.	**Response Time:** **Within 8 hours from the time PSD Citywide is notified of the Error** (for High Priority Errors first occurring during business hours 8:00AM to 8:00PM EST) **Target Resolution Time:** Every attempt is to be made by PSD Citywide to resolve the Error within 2 working days.
MEDIUM A non-urgent job is not executable. System malfunction has infrequent or minor user impact.	**Response Time:** **Within 2 working days from the time PSD Citywide is notified of the Error** (for Medium Priority Errors first occurring during business hours 8:00AM to 8:00PM EST) **Target Resolution Time:** Every attempt is to be made by PSD Citywide to resolve the Error within 3 working days
LOW The Error has no current impact on any end user. There is a locally identified cure or workaround available.	**Response Time:** **Within 3 – 5 working days from the time PSD Citywide is notified of the Error** (for Low Priority Errors first occurring during business hours 8:00AM to 8:00PM EST) **Target Resolution Time:** Every attempt is to be made by PSD Citywide to resolve the Error on a best effort basis.

VENDOR'S RESPONSIBILITIES

The Vendor shall:

Provide Support to the client for the System as defined within the Error Priority and Response Chart and correct and resolve any Errors;

Ensure on a best effort basis that the System, and each part or component thereof, will operate and function without Error following the introduction of all Updates provided by the Vendor;

Ensure on a best effort basis that the System will operate and function without Error on any updates, repairs, replacements or fixes including, without limitation, software patches or bug fixes;

Ensure on a best effort basis that the System will operate and function without Error on new releases of any Vendor supplied proprietary tools and components in, or used for, the System and shall provide the Customer with reasonable prior written notice of any planned changes or modifications to all such tools and components;

CUSTOMER RESPONSIBILITIES

The Customer shall:

Provide all necessary information and assistance requested by Vendor to understand and describe an Error in order to allow the Vendor to carry out its duties.

Make all requests for support through the PSD Citywide support portal. Customer shall provide a detailed description of the issue, steps to replicate the problem and other assistance as requested by the Vendor.

The Customer shall advise the Vendor of any changes to their business requirements that may necessitate a review or modification of the Vendor’s services.

The Customer will notify Vendor of any planned, scheduled outages or changes to their environment by notifying Vendor at least 14 business days in advance. Customer is responsible for providing all relevant details of changes within the notification and also perform their own integration testing.

RICHARDSON
TRANSPORTATION & MOBILITY

MEMO

TO: **Don Magner, City Manager**

FROM: **Mark Nelson, Director of Transportation and Mobility**

DATE: **October 5, 2026**

SUBJECT: **Resolution Approving the Advanced Funding Agreement with TxDOT for the Richardson Citywide Safe Routes to School Program**

The resolution approving the terms and conditions of an agreement for a project between the City of Richardson and Texas Department of Transportation (TxDOT) for the development of multiple Safe Routes to School (SRTS) plans and authorizing its execution by the City Manager has been placed on the October 12, 2026, agenda for consideration by City Council. This resolution replaces the resolution previously approved by City Council on May 11, 2026, as TxDOT has changed its process and no longer permits the draft Advance Funding Agreement (AFA) to be included as part of the local government resolution. The proposed resolution has therefore been revised to approve the terms and conditions of the agreement without incorporating the draft AFA. There are no changes to the project scope or funding as a result of this revision.

The proposed resolution by City Council gives authority to the City Manager to enter into the agreement with TxDOT to execute the project. Attached is the draft AFA that will be finalized by TxDOT upon receiving the adopted resolution. The final agreement will then be returned to the City for authorization by the City Manager.

The City of Richardson, with support from the Bicycle and Pedestrian Advisory Committee (BPAC) and Richardson Independent School District's superintendent and principals, has secured funding through the North Central Texas Council of Governments (NCTCOG) to fund a SRTS program. The program includes development of a citywide SRTS strategic vision and 5-year work plan which encompasses all K-12 schools, development of traffic safety education curriculum for deployment in schools, public and stakeholder outreach, and development of multiple school-specific Safe Routes to School plans which identify infrastructure and other opportunities to make it safer and easier for students to walk, bike or roll to school. This initiative was advanced as part of the implementation of the Active Transportation Plan and supports City Council's tactic to continue work towards achieving silver-level bike-friendly designation.

The project's total available funding is estimated to be $500,000, including $100,000 from the City and $400,000 in federal funds awarded by NCTCOG. Staff recommends adoption of the resolution approving the resolution and authorizing its execution by the City Manager. If the Council approves this agreement on October 12, the City will advance the agreement with TxDOT for execution and begin planning activities in spring 2027.

Attached: Draft Advance Funding Agreement

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-00-500	AFA ID	Z00012665		CFDA No.	20.205
AFA CSJs	0918-00-500				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35200			
Project Name	Citywide Safe Routes to School				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

MPO-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Richardson (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Citywide Safe Routes to School (Project), and

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-00-500	AFA ID	Z00012665		CFDA No.	20.205
AFA CSJs	0918-00-500				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35200			
Project Name	Citywide Safe Routes to School				*AFA Not Used For Research & Development*	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116997 (MO) dated August 21, 2025 awarding funding for TASA projects in the TASA Program Call of the North Central Texas Council of Governments, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **{**enter date of resolution**}**, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of engineering to develop multiple safe routes to school plans within the City of Richardson.

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training

certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment

unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
   2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
   3. Local Government withdraws from participation in Project.
   4. State determines that federal funding may be lost due to Project not being implemented and completed.
   5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement

beyond the current fiscal biennium is subject to availability of appropriated funds.

6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local

Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the

State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for

the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans.

Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Richardson ATTN: City Manager 200 Campbell Creek Boulevard, Suite 525 Richardson, Texas 75082	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Director of Advanced Transportation and Planning
4777 E. U.S. Highway 80
Mesquite, Texas 75150-6643

All invoicing, payment, and project inquiries must include the following information:

County: Dallas
Local Government: City of Richardson
CSJ No.: 0918-00-500
Project Name: Citywide Safe Routes to School
Highway or Roadway: Various

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement’s subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by

reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order
12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The

required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

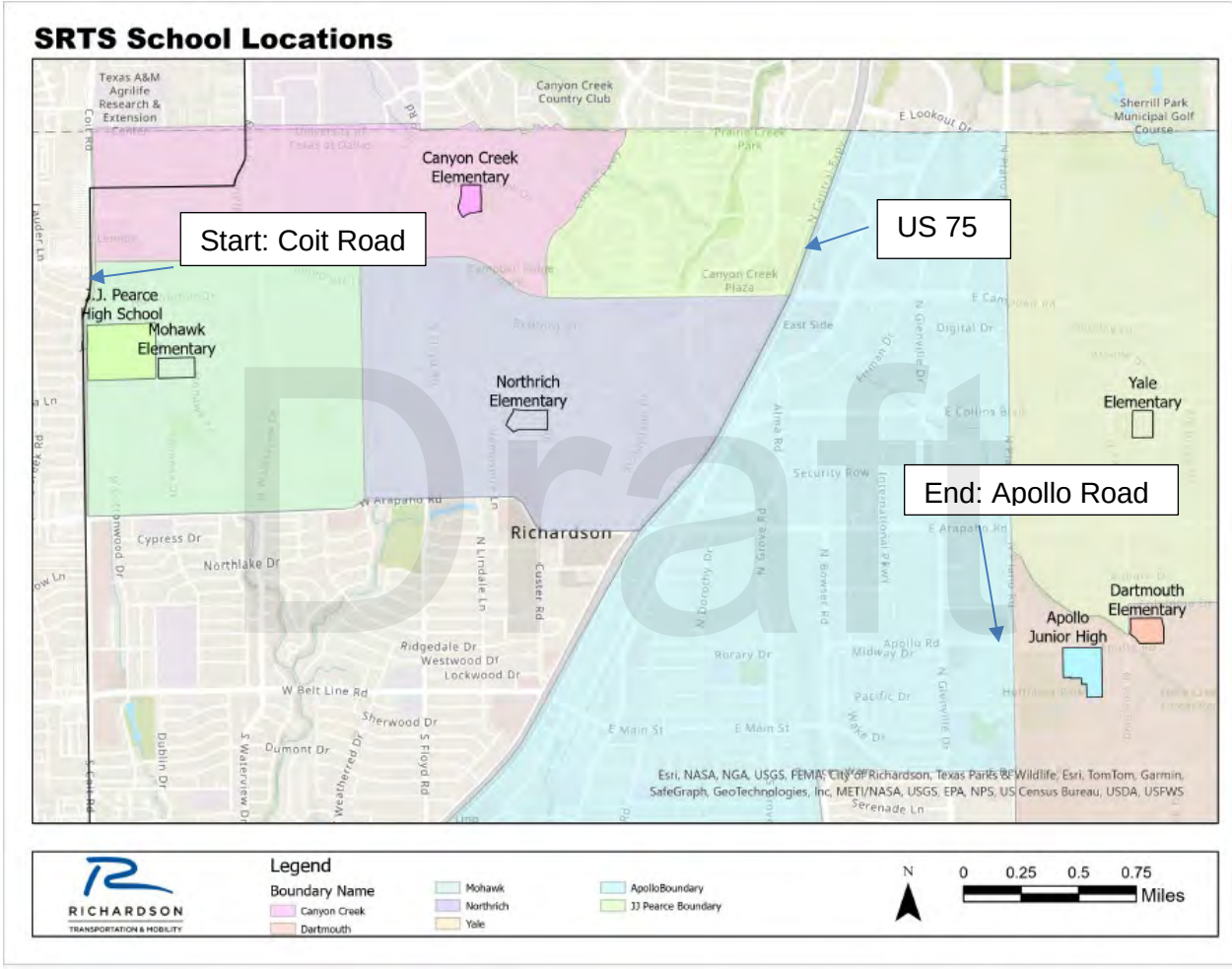
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-00-500	AFA ID	Z00012665		CFDA No.	20.205
AFA CSJs	0918-00-500				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35200			
Project Name	Citywide Safe Routes to School				*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT LOCATION MAP



Draft

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-00-500	AFA ID	Z00012665		CFDA No.	20.205
AFA CSJs	0918-00-500				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35200			
Project Name	Citywide Safe Routes to School				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation**	
			%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST		$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering		$463,750	80%	$371,000	0%	$0	20%	$92,750
Environmental Cost		$21,250	80%	$17,000	0%	$0	20%	$4,250
Right of Way		$0	80%	$0	0%	$0	0%	$0
Utilities		$0	80%	$0	0%	$0	0%	$0
Construction Cost	$							
Construction Engineering Cost	$							
Eligible In-Kind Contribution Value	$							
Total Construction Value (sum of construction cost and in-kind value)		$0	0%	$0	0%	$0	0%	$0
Work by LG Subtotal		**$485,000**		**$388,000**		**$0**		**$97,000**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]		$0	0%	$0	0%	$0	0%	$0
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction Cost[2]	$	$0	0%	$0	0%	$0	0%	$0
Eligible In-Kind Contribution Value	$							

Draft

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-00-500	AFA ID	Z00012665		CFDA No.	20.205
AFA CSJs	0918-00-500				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35200			
Project Name	Citywide Safe Routes to School				*AFA Not Used For Research & Development*	

Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal	**$0**		**$0**		**$0**		**$0**

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amount		**Local Government (LG) Participation**	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$3,750	80%	$3,000	0%	$0	20%	$750
Environmental Cost[1]	$3,750	80%	$3,000	0%	$0	20%	$750
Right of Way[1]	$3,750	80%	$3,000	0%	$0	20%	$750
Utilities[1]	$3,750	80%	$3,000	0%	$0	20%	$750
Construction[2]	$0	0%	$0	0%	$0	0%	$0
Direct State Costs Subtotal	$15,000		$12,000		$0	0%	$3,000
Indirect State Cost	$827		$0	100%	$827		$0
TOTAL PARTICIPATION	$500,827		$400,000		$827		$100,000
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$0**

- The estimated total participation by Local Government is $100,000.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is $3,000.
- [1]Local Government's first payment of $3,000 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $0 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-00-500	AFA ID	Z00012665		CFDA No.	20.205
AFA CSJs	0918-00-500				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35200			
Project Name		Citywide Safe Routes to School			*AFA Not Used For Research & Development*	

- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 0.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $400,000.

Draft

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-00-500	AFA ID	Z00012665		CFDA No.	20.205
AFA CSJs	0918-00-500				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35200			
Project Name		Citywide Safe Routes to School			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

Draft

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT MPO-SELECTED OFF-SYSTEM, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF RICHARDSON, FOR MULTIPLE SAFE ROUTES TO SCHOOL PLANS WITHIN THE CITY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project MPO-Selected Off-System (the "Agreement"), by and between the State of Texas, acting by and through the Texas Department of Transportation, and the City of Richardson, which provides funding for preparation of engineering to develop multiple safe routes to school plans within the City of Richardson (CCSJ # 0918-00-500) (Citywide Safe Routes to School Project); and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas; and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects; and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418; and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Citywide Safe Routes to School (Project); and

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116997 (MO) dated August 21, 2025, awarding funding for TASA projects in the TASA Program Call of the North Central Texas Council of Governments, including Project; and

WHEREAS, the City of Richardson commits to provide the required match of funds from the City general revenue, bond funds, or other available funding sources; and

WHEREAS, the City of Richardson is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City Council for the City of Richardson desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to negotiate and execute the Agreement on behalf of the City of Richardson, Texas; **NOW THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project MPO-Selected Off-System, having been reviewed by the City Council of the City of Richardson, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to negotiate and execute the Agreement on behalf of the City of Richardson, Texas, and any amendments or other instruments related to the Agreement.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the _____ day of _____ 2026.

CITY OF RICHARDSON, TEXAS

_____

MAYOR

ATTEST

_____

CITY SECRETARY

APPROVED AS TO FORM:

_____

CITY ATTORNEY
(pgs:8-10-26)

RICHARDSON
TRANSPORTATION & MOBILITY

MEMO

TO: **Don Magner, City Manager**

FROM: **Mark Nelson, Director of Transportation and Mobility**

DATE: **October 5, 2026**

SUBJECT: **Resolution Approving the Advanced Funding Agreement with TxDOT for US 75 at Arapaho Road Crossing Enhancements**

The resolution approving the terms and conditions of an agreement for a project between the City of Richardson and Texas Department of Transportation (TxDOT) for crossing enhancement at US 75 and Arapaho Road and authorizing its execution by the City Manager has been placed on the October 12, 2026, agenda for consideration by City Council. This resolution replaces the resolution previously approved by City Council on May 11, 2026, as TxDOT has changed its process and no longer permits the draft Advance Funding Agreement (AFA) to be included as part of the local government resolution. The proposed resolution has therefore been revised to approve the terms and conditions of the agreement without incorporating the draft AFA. There are no changes to the project scope or funding as a result of this revision.

The proposed resolution by City Council gives authority to the City Manager to enter into the agreement with TxDOT to execute the project. Attached to this memo is the draft AFA that will be finalized by TxDOT upon receiving the adopted resolution. The final agreement will then be returned to the City for authorization by the City Manager.

The City of Richardson has partnered with Dallas County to fund pedestrian and bicycle crossing enhancements at Arapaho Road under US 75. The primary objective is to extend a trail on the north side of Arapaho Road from the east side of US 75 west to Custer Road. Additional project elements include sidewalk, curb ramp, and lighting improvements as well as a midblock crossing to the new City Hall and Library to enhance pedestrian, bicycle, and transit access to these facilities. As a locally funded project (i.e. no federal or state funds), this agreement outlines requirements for project elements occurring within TxDOT's right-of-way and identifies cost paid by the City for TxDOT to review and approve engineering design plans.

The project's total available funding is estimated to be $3,430,000, including $2,430,000 from the City and $1,000,000 from the Dallas County Major Capital Improvement Program. Staff recommends adoption of the resolution approving the resolution and authorizing its execution by the City Manager. If the Council approves this agreement on October 12, the City will advance the agreement with TxDOT for execution and continue design of the project. It is anticipated the construction of the project will commence in winter 2026 with a goal to be complete in fall 2027 providing additional transportation options to the new City Hall.

Attached: Draft Advance Funding Agreement

CCSJ #	**0047-07-251**		
AFA CSJs	**0047-07-251**		
District #	**18 - Dallas**	**AFA ID**	**Z00012585**
Code Chart 64 #	**35200**		
Project Name	**US 75 at Arapaho Road**		

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Local Government Participation
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Richardson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **interchange improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

CCSJ #	**0047-07-251**		
AFA CSJs	**0047-07-251**		
District #	**18 - Dallas**	**AFA ID**	**Z00012585**
Code Chart 64 #	**35200**		
Project Name	**US 75 at Arapaho Road**		

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**Local Government**	Construction Responsibilities	Article 13
5.	**N/A**	Right of Way and Real Property	Article 15

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of **the preparation of preliminary engineering (design schematic, environmental documents), plans, specifications and estimates (PS&E), final engineering, and the construction of bike/pedestrian improvements at the intersection of US 75 and Arapaho Road. Also, the improvements include the replacement of the stamped concrete sidewalks, replacing pavement in the median islands, and adding pedestrian lighting in the City of Richardson as shown on Attachment A.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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Code Chart 64 #	**35200**		
Project Name	**US 75 at Arapaho Road**		

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State

manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. Upon completion of the Project, the party constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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Project Name	**US 75 at Arapaho Road**		

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Richardson ATTN: City Manager P.O. Box 830309 Richardson, Texas 76083	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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Project Name	**US 75 at Arapaho Road**		

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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29. Signatory Warranty

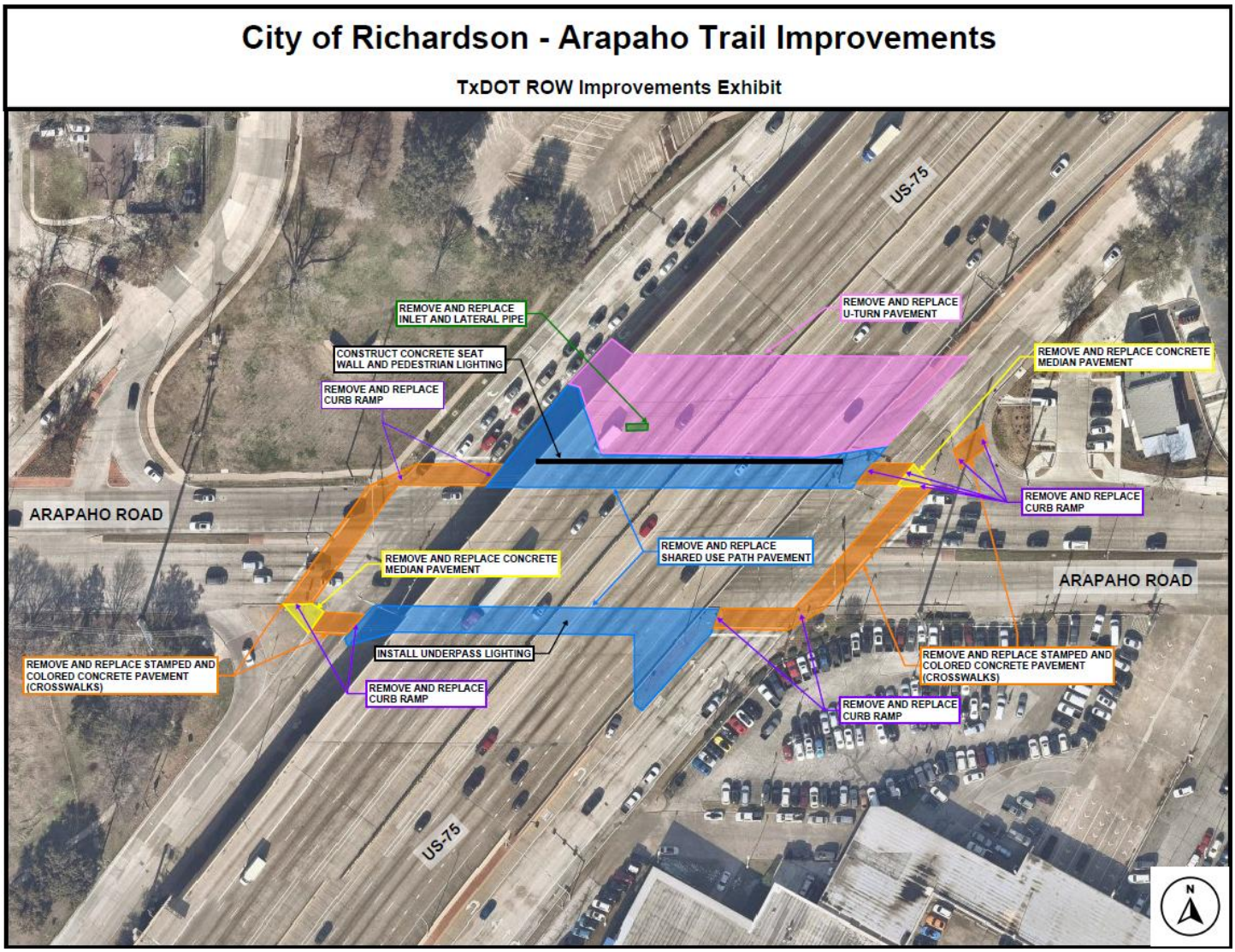
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

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ATTACHMENT A
LOCATION MAP SHOWING PROJECT



CCSJ #	**0047-07-251**		
AFA CSJs	**0047-07-251**		
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ATTACHMENT B
PROJECT BUDGET

Engineering and Construction costs will be allocated based on 100% Local funding. The Local Government will then be responsible for cost overruns.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Environmental (by Local)	$26,000	0%	$0	100%	$26,000
Engineering (by Local)	$234,000	0%	$0	100%	$234,000
Construction (by Local)	$2,017,500	0%	$0	100%	$2,017,500
Subtotal	$2,277,500		$0		$2,277,500
Environmental Direct State Costs	$5,694	0%	$0	100%	$5,694
Engineering Direct State Costs	$5,694	0%	$0	100%	$5,694
Right of Way Direct State Costs	$5,694	0%	$0	100%	$5,694
Utility Direct State Costs	$5,694	0%	$0	100%	$5,694
Construction Direct State Costs	$22,774	0%	$0	100%	$22,774
Subtotal	$45,550		$0		$45,550
Indirect State Costs @ 5.51%	$2,510	0%	$0	100%	$2,510
TOTAL	$2,325,560		$0		$2,325,560

Total Estimated Local Government Participation = $2,325,560.

Total Estimated Payment by the Local Government to the State on full execution of this Agreement = $48,060.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

CCSJ #	**0047-07-251**		
AFA CSJs	**0047-07-251**		
District #	**18 - Dallas**	**AFA ID**	**Z00012585**
Code Chart 64 #	**35200**		
Project Name	**US75 at Arapaho Road**		

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR LOCAL GOVERNMENT PARTICIPATION ON-SYSTEM, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF RICHARDSON, FOR BIKE/PEDESTRIAN IMPROVEMENTS AT THE INTERSECTION OF US 75 AND ARAPAHO ROAD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Advance Funding Agreement for Local Government Participation On-System (the "Agreement") by and between the State of Texas, acting by and through the Texas Department of Transportation, and the City of Richardson, which provides funding for preparation of preliminary engineering (design schematic, environmental documents), plans, specifications and estimates (PS&E), final engineering, and the construction of bike/pedestrian improvements at the intersection of US 75 and Arapaho Road, including the replacement of the stamped concrete sidewalks, replacing pavement in the median islands, and adding pedestrian lighting in the City (CCSJ # 0047-07-251) (US 75 Arapaho Road Project); and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects; and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116752 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as interchange improvements. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project); and

WHEREAS, the City of Richardson commits to provide the required match of funds from the City's general revenue, bond funds, or other available funding sources; and

WHEREAS, the City of Richardson is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City Council for the City of Richardson desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to negotiate and execute the Agreement on behalf of the City of Richardson, Texas; **NOW THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the Advance Funding Agreement for Local Government Participation On-System, having been reviewed by the City Council of the City of Richardson, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to negotiate and execute the Agreement on behalf of the City of Richardson, Texas, and any amendments or other instruments related to the Agreement.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the _____ day of _____ 2026.

CITY OF RICHARDSON, TEXAS

_____

MAYOR

ATTEST

_____
CITY SECRETARY

APPROVED AS TO FORM:

_____
CITY ATTORNEY
(pgs:9-11-26)

RICHARDSON
TRANSPORTATION & MOBILITY

MEMO

TO: **Don Magner, City Manager**

FROM: **Mark Nelson, Director of Transportation and Mobility**

DATE: **October 5, 2026**

SUBJECT: **Resolution Approving the Advanced Funding Agreement with TxDOT for the UTD Mobility Improvements Project**

The resolution approving the terms and conditions of an agreement for a project between the City of Richardson and Texas Department of Transportation (TxDOT) for mobility improvements near the University of Texas at Dallas (UTD), primarily along Synergy Park Boulevard, and authorizing its execution by the City Manager has been placed on the October 12, 2026, agenda for consideration by City Council. This resolution replaces the resolution previously approved by City Council on May 11, 2026, as TxDOT has changed its process and no longer permits the draft Advance Funding Agreement (AFA) to be included as part of the local government resolution. The proposed resolution has therefore been revised to approve the terms and conditions of the agreement without incorporating the draft AFA. There are no changes to the project scope or funding as a result of this revision.

The proposed resolution by City Council gives authority to the City Manager to enter into the agreement with TxDOT to execute the project. Attached is the draft AFA that will be finalized by TxDOT upon receiving the adopted resolution. The final agreement will then be returned to the City for authorization by the City Manager.

The City of Richardson, with support from UTD, DART, and the Bicycle and Pedestrian Advisory Committee (BPAC) has secured funding through Congressman Colin Allred's office and the North Central Texas Council of Governments (NCTCOG) to fund multimodal safety improvements along Synergy Park Boulevard. The primary objective is to improve sidewalks, bike lanes, crosswalks, lighting, and bus stops along Synergy Park Boulevard between Waterview Parkway and Floyd Road. A new roundabout will also be constructed at the intersection of Synergy Park Boulevard and Floyd Road to improve traffic circulation and calm traffic entering the campus area. Additional project elements include addition of sidewalks along Waterview Parkway to connect from Synergy north to the Cotton Belt Trail and traffic signal upgrades to the existing signal at the intersection of Synergy and Rutford Avenue.

The project's total available funding is estimated to be $9,500,000, including $1,398,500 from the City, $1,000,000 from Congressman Allred's office through Community Project Funding, and $7,101,500 in federal funds awarded by NCTCOG (which includes $781,500 in Transportation Development Credits). Staff recommends adoption of the resolution approving the resolution and authorizing its execution by the City Manager. If the Council approves this agreement on October 12, the City will advance the agreement with TxDOT for execution and begin design in spring 2027. Construction of the project is dependent on TxDOT and federal review timelines but is currently anticipated to begin in 2029.

Attached: Draft Advance Funding Agreement

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-24-309	AFA ID	Z00012650		CFDA No.	20.205
AFA CSJs	0918-24-309, 0918-24-316				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35200			
Project Name	City of Richardson UTD Area Mobility				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant (STBG) Program Utilizing Transportation Development Credits (TDC)
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Richardson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116997** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **install traffic signal.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

Draft

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project to construct pedestrian improvements including bicycle lanes, sidewalks, crosswalks, lighting, bus stops and roundabout on Waterview Parkway from DART railway to 200 feet south of Synergy Park Boulevard and on Synergy Park Boulevard to Floyd Road in the City of Richardson as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT

procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly

differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide

the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance

approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

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environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to

the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Richardson ATTN: City Manager 2360 Campbell Creek Boulevard, Suite 525 Richardson, Texas 75082	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-24-309	AFA ID	Z00012650		CFDA No.	20.205
AFA CSJs	0918-24-309, 0918-24-316				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35200			
Project Name		City of Richardson UTD Area Mobility			*AFA Not Used For Research & Development*	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

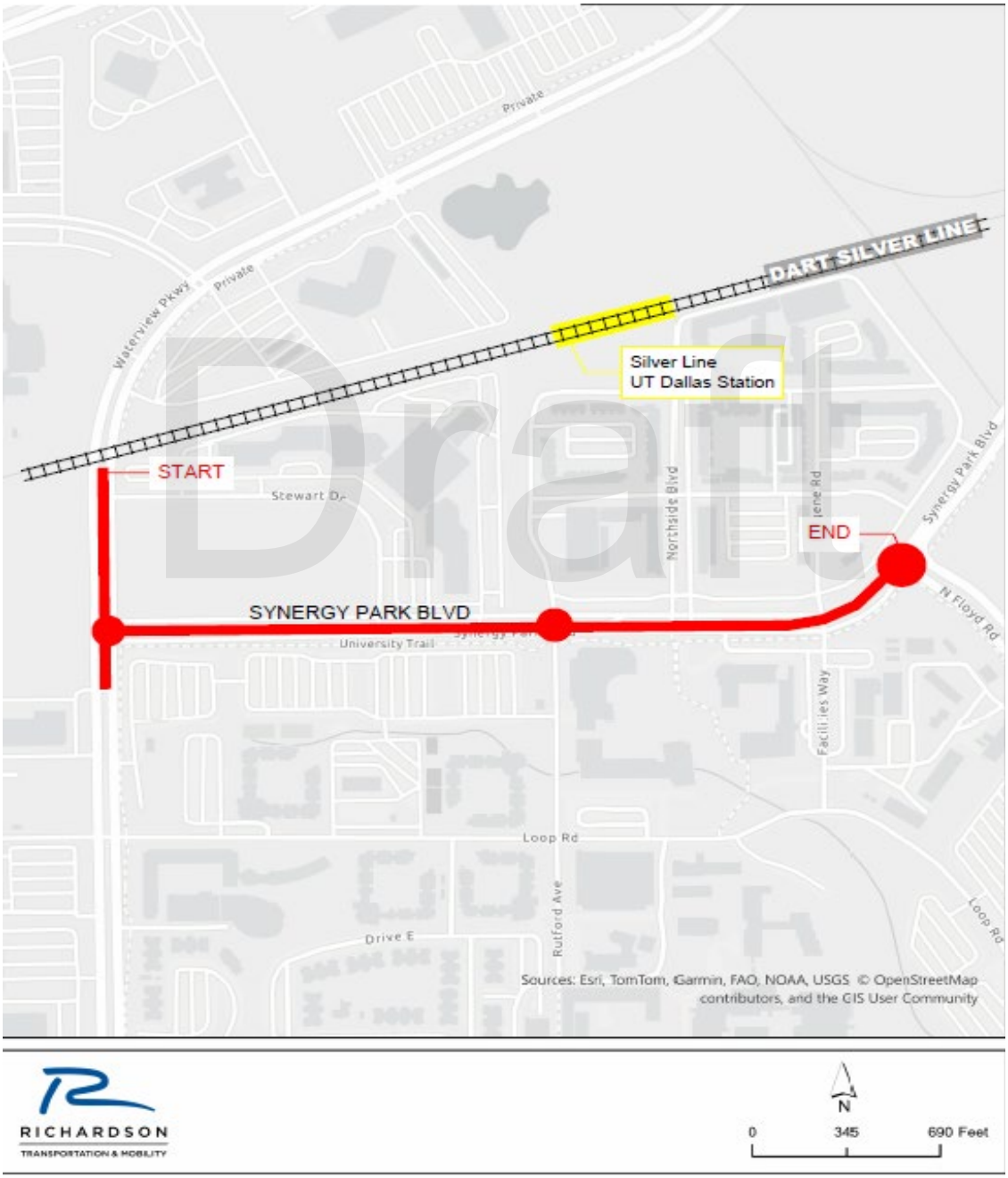
Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

Draft

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-24-309	AFA ID	Z00012650		CFDA No.	20.205
AFA CSJs	0918-24-309, 0918-24-316				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35200			
Project Name	City of Richardson UTD Area Mobility				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	0918-24-309	AFA ID	Z00012650		CFDA No.	20.205
AFA CSJs	0918-24-309, 0918-24-316				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35200			
Project Name	City of Richardson – UTD Area Mobility				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

0918-24-309

Costs will be allocated based on 80% Federal funding and 20% State funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	$55,946	80%	$44,757	0%	$0	20%	$11,189
Engineering (by Local Government)	$1,167,842	80%	$934,273	0%	$0	20%	$233,569
Construction (by Local Government)	$3,966,287	80%	$3,173,030	0%	$0	20%	$793,257
Subtotal	$5,190,075		$4,152,060		$0		$1,038,015
Environmental Direct State Costs	$6,554	80%	$5,243	0%	$0	20%	$1,311
Engineering Direct State Costs	$6,553	80%	$5,242	0%	$0	20%	$1,311
Right of Way Direct State Costs	$6,553	80%	$5,243	0%	$0	20%	$1,310
Utility Direct State Costs	$6,552	80%	$5,242	0%	$0	20%	$1,310
Construction Direct State Costs	$26,213	80%	$20,970	0%	$0	20%	$5,243
Subtotal	$52,425		$41,940		$0		$10,485
Indirect State Costs (5.51%)	$2,889	0%	$0	100%	$2,889	0%	$0
TOTAL	$5,245,389		$4,194,000		$2,889		$1,048,500

Draft

Initial payment by the Local Government to the State: $5,242.
Payment by the Local Government to the State before construction: $5,243.
Estimated total payment by the Local Government to the State $10,485.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-24-309	AFA ID	Z00012650		CFDA No.	20.205
AFA CSJs	0918-24-309, 0918-24-316				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35200			
Project Name	City of Richardson – UTD Area Mobility				*AFA Not Used For Research & Development*	

0918-24-316

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	$3,868,425	100%	$3,868,425	0%	$0	0%	TDC 773,685
Subtotal	$3,868,425		$3,868,425		$0		TDC 773;685
Environmental Direct State Costs	$9,768	0%	$0	0%	$0	100%	$9,768
Engineering Direct State Costs	$9,769	0%	$	0%	$0	100%	$9,769
Right of Way Direct State Costs	$9,769	0%	$	0%	$0	100%	$9,769
Utility Direct State Costs	$9,769	0%	$	0%	$0	100%	$9,769
Construction Direct State Costs	$39,075	100%	$39,075	0%	$0	0%	TDC 7,815
Subtotal	$78,150		$39,075		$0		TDC 7,815 $39,075
Indirect State Costs (5.51%)	$4,306	0%	$0	100%	$4,306	0%	$0
TOTAL	$3,950,881		$3,907,500		$4,306		TDC 781,500 $39,075

GRAND TOTAL	$9,196,270	$8,101,500	$7,195	$1,087,575 (TDC781,500)

Transportation Development Credits (TDCs) in the amount of 781,500 will be used for the Local Government's 0% match contribution.

Total Federal Reimbursable Costs = $3,907,500.

Total Federal Reimbursable Costs to the Local Government = $3,868,425.

Draft

TxDOT:					Federal Highway Administration:	
CCSJ #	0918-24-309	AFA ID	Z00012650		CFDA No.	20.205
AFA CSJs	0918-24-309, 0918-24-310				CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	35200			
Project Name		City of Richardson – UTD Area Mobility			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

Draft

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM UTILIZING TRANSPORTATION DEVELOPMENT CREDITS (TDC) OFF-SYSTEM, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF RICHARDSON, FOR PEDESTRIAN IMPROVEMENTS INCLUDING BICYCLE LANES, SIDEWALKS, CROSSWALKS, LIGHTING, BUS STOPS AND ROUNDABOUT ON SYNERGY PARK BOULEVARD FROM WATERVIEW PARKWAY AND FLOYD ROAD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Advance Funding Agreement for Surface Transportation Block Grant (STBG) Program Utilizing Transportation Development Credits (TDC) Off-System (the "Agreement"), by and between the State of Texas, acting by and through the Texas Department of Transportation, and the City of Richardson, which provides funding for preparation of preliminary engineering (design schematic, environmental documents), plans, specifications and estimates (PS&E), final engineering, and the construction of pedestrian improvements including bicycle lanes, sidewalks, crosswalks, lighting, bus stops and roundabout on Synergy Park Boulevard from Waterview Parkway and Floyd Road in the City (CCSJ # 0918-24-309) (City of Richardson UTD Area Mobility Project); and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects; and

WHEREAS, the State and Local Government anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116997 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as install traffic signal. The portion of the project work

covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project); and

WHEREAS, the City of Richardson commits to provide the required match of funds from the City general revenue, bond funds, or other available funding sources; and

WHEREAS, the City of Richardson is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City Council for the City of Richardson desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to negotiate and execute the Agreement on behalf of the City of Richardson, Texas; **NOW THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the Advance Funding Agreement for Surface Transportation Block Grant (STBG) Program Utilizing Transportation Development Credits (TDC) Off-System, having been reviewed by the City Council of the City of Richardson, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to negotiate and execute the Agreement on behalf of the City of Richardson, Texas, and any amendments or other instruments related to the Agreement.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the _____ day of _____ 2026.

CITY OF RICHARDSON, TEXAS

_____

MAYOR

ATTEST

_____

CITY SECRETARY

APPROVED AS TO FORM:

_____

CITY ATTORNEY
(pgs:8-10-26)

RICHARDSON TEXAS

CITY COUNCIL MEETING: October 12, 2026

Item
Review and discuss Safer Streets Richardson

Staff
Mark Nelson, Director of Transportation & Mobility
Daniel Herrig, P.E., Assistant Director of Transportation & Mobility
Sanjida Ahsan , PhD, P.E. , Transportation Engineer

Summary
Staff will present the draft Safer Streets Richardson plan and receive feedback prior to formal adoption, anticipated in November. The overview will provide a background on the planning study, public engagement efforts, planning analyses, and recommendations for implementation of the plan.

City Council Strategies
- Continue to explore unique opportunities to attract and retain residents and all stakeholders
- Work to increase public engagement and input
- Value, protect, and create a positive return on City, resident, and other stakeholder investments in the City
- Explore alternative funding opportunities

Background
Richardson's 2023 Active Transportation Plan and Envision Richardson both recommended development of a Safety Action Plan to study roadway safety in more detail for all road users. The City received a funding award from the United States Department of Transportation (USDOT) and contracted with Fehr and Peers to conduct the Safety Action Plan which began in Summer 2025.

At the February 16, 2026, City Council meeting, an update was provided to Council on the initial phase of the plan's development including initial public and stakeholder input, development of a vision statement and guiding principles, and outcomes from a data-driven safety analysis. Following this meeting, the plan advanced through its final phase which developed potential projects and strategies for implementation of the plan as well as another round of public input to confirm the plan's vision and recommendations. This led to the development of a full draft report detailing the work over the last 18 months, including public engagement, data analysis, and project and strategy recommendations.

RICHARDSON
TEXAS

CITY COUNCIL MEETING: October 12, 2026

Item
Review and Discuss Resident Engagement Strategies

Staff
Don Magner, City Manager

Summary
City Manager Don Magner will gather input on the expansion of City Council communication activities related to the addition of regular neighborhood town hall meetings and expanding the broadcast of City Council meetings to social media.

City Council Strategies
- Work to increase public engagement and input

Financial Considerations
Financial considerations will be determined once additional information and direction is provided.

RICHARDSON TEXAS

CITY COUNCIL MEETING: October 12, 2026

Item
Review and Discuss the State of the City

Staff
Don Magner, City Manager

Summary
City Manager Don Magner will gather input on the annual State of the City Address venue location in preparation for planning underway for 2027.

City Council Strategies
- Work to increase public engagement and input

Background
During budget development the topic of transitioning the annual State of the City Address from the Bank of America Theater to the Hill Performance Hall was discussed. Further input is being sought to gather feedback as preparations are underway for the next event.

Financial Considerations
Financial considerations will be determined once additional information and direction is provided.

RICHARDSON TEXAS

CITY COUNCIL MEETING: October 12, 2026

Item
Review and Discuss the City Council Committee and Board Liaison Assignments

Staff
Don Magner, City Manager

Staff/Guest Attendees
Don Magner, City Manager

Summary
Mayor Amir Omar will announce updated committee and board liaison assignments for the remainder of the 2025-27 term.

City Council Strategies
- Work to increase public engagement and input
- Leverage our regional leadership position to positively impact County, State and Federal issues

Background
The City Council appointed Daniel Burdette to fill the vacancy for City Council Place 3 on Monday, September 28, 2026, for an unexpired term to begin immediately and end on May 1, 2027.

Mayor Amir Omar will announce updated committee and board liaison assignments for the remainder of the 2025-27 term.

Attachments
None

RICHARDSON, TX
DEVELOPMENT SERVICES

MEMO

DATE: October 12, 2026

TO: Honorable Mayor and City Council

FROM: Derica Peters, AICP, Senior Planner DP

SUBJECT: **Zoning File 26-18: PD Planned Development – Collins/Arapaho TOD & Innovation District Form Based Code Amendment**

BACKGROUND

The city has initiated an amendment to the PD Planned Development – Collins/Arapaho TOD & Innovation District Form Based Code related to "Flag, corporate and logo" signage and associated definitions.

On April 13, 2026, City Council approved amendments to the Code of Ordinances related to flags and flagpoles. Because some Planned Development Districts provide for separate signage regulations, including for flags, those district regulations applicable to flags need to be amended to align with the recently adopted Code of Ordinances amendments. On July 27, 2026, City Council approved amendments to the Main Street/Central Expressway Form Based Code related to flags and flagpoles.

REQUEST

As proposed, regulations being incorporated into the Collins/Arapaho TOD & Innovation District Form Based Code are consistent with recently adopted amendments to the City's Code of Ordinances and Main Street/Central Expressway Form Based Code, as it relates to flags and flagpoles and include the following:

- Provides definitions for "flag," "flag, corporate," and "flagpole;"
- Establishing maximum quantities of flags and flagpoles for each platted lot;
- Maximum flag sizes and maximum flagpole heights; and
- Permitting and site plan requirements.

In addition, the entire Code is proposed to be amended and restated in its entirety.

CORRESPONDENCE

To date staff has not received any correspondence regarding this request.

PLAN COMMISSION RECOMMENDATION

The City Plan Commission, by a 7-0 vote, recommends approval of the request as provided for in the attached proposed ordinance.

ATTACHMENTS

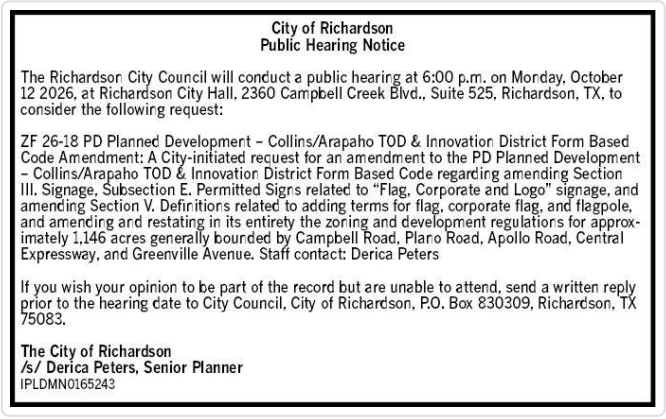
CC Public Hearing Notice
Draft City Plan Commission Minutes 2026-09-15
Staff Report
Zoning/Aerial Map
Proposed Strikethrough/Edited Ordinance
CPC Notice of Public Hearing
Notification List
Ordinance

ORDER DETAILS

Order Number:	**IPLDMN0165243**
Order Status:	Approved
Classification:	Public Notices
Package:	DMN Legal Notices
Site:	dallas
Final Cost:	$350.00
Purchase Order #:	**Public Hearing-Derica Pet...**
Payment Type:	Account Billed
User ID:	IPL0020620

PREVIEW FOR AD NUMBER IPLDMN01652430

3.55inches x 2.19inches



City of Richardson
Public Hearing Notice

The Richardson City Council will conduct a public hearing at 6:00 p.m. on Monday, October 12 2026, at Richardson City Hall, 2360 Campbell Creek Blvd., Suite 525, Richardson, TX, to consider the following request:

ZF 26-18 PD Planned Development – Collins/Arapaho TOD & Innovation District Form Based Code Amendment: A City-initiated request for an amendment to the PD Planned Development – Collins/Arapaho TOD & Innovation District Form Based Code regarding amending Section III. Signage, Subsection E. Permitted Signs related to "Flag, Corporate and Logo" signage, and amending Section V. Definitions related to adding terms for flag, corporate flag, and flagpole, and amending and restating in its entirety the zoning and development regulations for approximately 1,146 acres generally bounded by Campbell Road, Plano Road, Apollo Road, Central Expressway, and Greenville Avenue. Staff contact: Derica Peters

If you wish your opinion to be part of the record but are unable to attend, send a written reply prior to the hearing date to City Council, City of Richardson, P.O. Box 830309, Richardson, TX 75083.

The City of Richardson
/s/ Derica Peters, Senior Planner
IPLDMN0165243

APPROVED: DERICA PETERS 9/22/26

UPDATE STATUS

Current Status:	Approved
New Status:	Approved

ORDER NOTES

Additional Information

UPDATE

ACCOUNT INFORMATION

CITY OF RICHARDSON .
PO BOX 830309 ACCOUNTS PAYABLE
RICHARDSON, TX 75083-0309
972-238-4150
publicnotice@dallasnews.com
CITY OF RICHARDSON

CITY OF RICHARDSON
DRAFT - CITY PLAN COMMISSION MINUTES – SEPTEMBER 15, 2026

Zoning File 26-18 – PD Planned Development – Collins/Arapaho TOD & Innovation District Form Based Code Amendment: Consider and act on a City-initiated request for an amendment to the PD Planned Development – Collins/Arapaho TOD & Innovation District Form Based Code regarding amending Section III. Signage, Subsection E. Permitted Signs related to "Flag, Corporate and Logo" signage, and amending Section V. Definitions related to adding terms for flag, corporate flag, and flagpole, and amending and restating in its entirety the zoning and development regulations for approximately 1,146 acres generally bounded by Campbell Road, Plano Road, Apollo Road, Central Expressway, and Greenville Avenue. *Staff: Derica Peters*.

Derica Peters, Senior Planner presented the city-initiated zoning case, including addressing that the proposed code amendments are consistent with the changes previously approved for the City's Code of Ordinances and Main Street/Central Expressway Form Based Code as it relates to flags and flagpoles.

Discussion amongst the staff and Commissioners included:

- The purpose of the amendment is to bring the district into alignment with previously approved amendments to the City Code of Ordinances and the Main Street/Central Expressway Form-Based Code to provide consistent application of signage requirements related to flag and flagpole heights.
- Whether there will be other zoning codes that need to be amended related to flags and flagpoles.
- Why is the zoning code being amended including the reasons for these amendments.
- An acknowledgment that some existing flags and flagpoles in this district may be nonconforming to the proposed regulations, and those with nonconforming rights may continue to be used as long as they are properly maintained.
- Whether the new regulations will address placemaking and branding and potentially mute any of the corporate partners that the City may want to attract.
- The amendment clarifies the number of corporate flags permitted to represent a business, as corporate flags can provide signage and recognition for the company.

Chairperson Marsh asked if there was anyone present who wanted to speak in favor or opposition to the request. Seeing none, Chairperson Marsh made a motion to close the public hearing. Commissioner Purdy seconded the motion. The motion passed. 7-0

Motion: Chairperson Marsh made a motion to recommend approval of the request as presented. Commissioner Quirk seconded the motion. Motion passed 7-0.

RICHARDSON, TX
DEVELOPMENT SERVICES

STAFF REPORT

TO: City Council

FROM: Derica Peters, AICP, Senior Planner *DP*

DATE: October 12, 2026

RE: **ZF 26-18: PD Planned Development – Collins/Arapaho TOD & Innovation District Form Based Code Amendment**

REQUEST

Consider and act on a City-initiated request for an amendment to the PD Planned Development – Collins/Arapaho TOD & Innovation District Form Based Code regarding amending Section III. Signage, Subsection E. Permitted Signs related to "Flag, Corporate and Logo" signage, and amending Section V. Definitions related to adding terms for flag, corporate flag, and flagpole, and amending and restating in its entirety the zoning and development regulations for approximately 1,144 acres generally bounded by Campbell Road, Plano Road, Apollo Road, Central Expressway, and Greenville Avenue.

BACKGROUND

The City has initiated proposed amendments to the PD Planned Development – Collins/Arapaho TOD & Innovation District Form Based Code (i.e. Code) related to "Flag, corporate and logo" signage and associated definition.

Regulations for flags and flagpoles are outlined in Chapter 18, Article III., Sect. 18-96 of the Code of Ordinances, as part of the City's sign regulations. On April 13, 2026, City Council approved amendments to the Code of Ordinances related to flags and flagpoles. The amendments establish maximum quantities of flags and flagpoles for each platted lot, maximum flag sizes, and maximum flagpole heights, as well as permitting and site plan requirements; the requirements vary depending on the size of the property and what each property is zoned or developed for.

Because some Planned Development Districts provide for separate signage regulations, including for flags, those district regulations applicable to flags need to be amended to align with the recently adopted Code of Ordinances amendments. On July 27, 2026, City Council approved amendments to the Main Street/Central Expressway Form Based Code related to flags and flagpoles.

PROPOSED AMENDMENTS

The proposed regulations being incorporated into the Code are consistent with recently adopted amendments to the City's Code of Ordinances and the Collins/Arapaho TOD & Innovation District Form Based Code as it relates to flags and flagpoles.

The proposed revisions to the flag regulations in the Collins/Arapaho TOD & Innovation District Form Based Code (Section III. Signage, Subsection E. Permitted Signs related to "Flag, Corporate and Logo") include:

- Changing the subsection name from "Flag, Corporate and Logo" to "Flags and Flagpoles"
- Limiting the maximum number of flagpoles and flags:
  - For platted lots located within nonresidential or mixed-use developments with an area of more than 10 acres, with two (2) or more street frontages: Maximum of six (6) flagpoles and six (6) flags per lot. Flagpoles may be clustered in groups of no more than three (3) flagpoles; provided, however flagpole clusters shall not be less than 250 feet apart.
  - For all other lots not meeting the above criteria: Maximum of three (3) flagpoles and three (3) flags per platted lot.
- Limiting flagpole heights and flag sizes:
  - On single-family and townhome properties: Maximum flagpole height of 25 feet and maximum flag area of 25 square feet.
  - On multi-family, nonresidential, and mixed-use properties: Maximum flagpole height of 40 feet and maximum flag area of 40 square feet.
- Limiting the maximum number of corporate flags:
  - For platted lots located within nonresidential or mixed-use developments with an area of more than 10 acres, with two (2) or more street frontages: No more than two (2) flagpoles per platted lot may be flying corporate flags.
  - For platted lots located within nonresidential or mixed-use developments with an area equal to or less than 10 acres: No more than one (1) flagpole may be flying a corporate flag.
  - For educational institutions, religious institutions, public buildings (as defined in the Comprehensive Zoning Ordinance (CZO)), and multi-family residential developments: No more than one (1) flagpole may be flying a corporate flag.
- Establishing minimum setbacks for flagpoles equal to the height of the flagpole and specifying that flagpoles shall not be located in any easement.
- Providing for site plan approval requirements for flagpoles in nonresidential and mixed-use developments, multi-family residential developments, educational institutions, religious institutions, and public buildings (as defined in the CZO).
- Providing permitting requirements for flagpoles greater than 25 feet in height

The proposed revisions to Section V., Definitions include:

- Providing definitions for "flag," "flag, corporate," and "flagpole":
  - *Flag* – A piece of cotton, silk, or polyester cloth or similar material, typically oblong or square, attachable by one edge to a flagpole.
  - *Flag, Corporate* – A flag bearing the emblem and/or insignia of an on-premise business or organization.
  - *Flagpole* – A pole permanently affixed to the ground used for flying a flag.

Additionally, as part of this amendment, the entire PD regulations are proposed to be amended and restated in their entirety.

Also, as a side note but important to note, given the nature of the proposed amendments and applicability throughout the district, mailed notices were sent to all property owners within the Code's zoning district boundaries, as well as all property owners within 200 feet of the district boundaries.

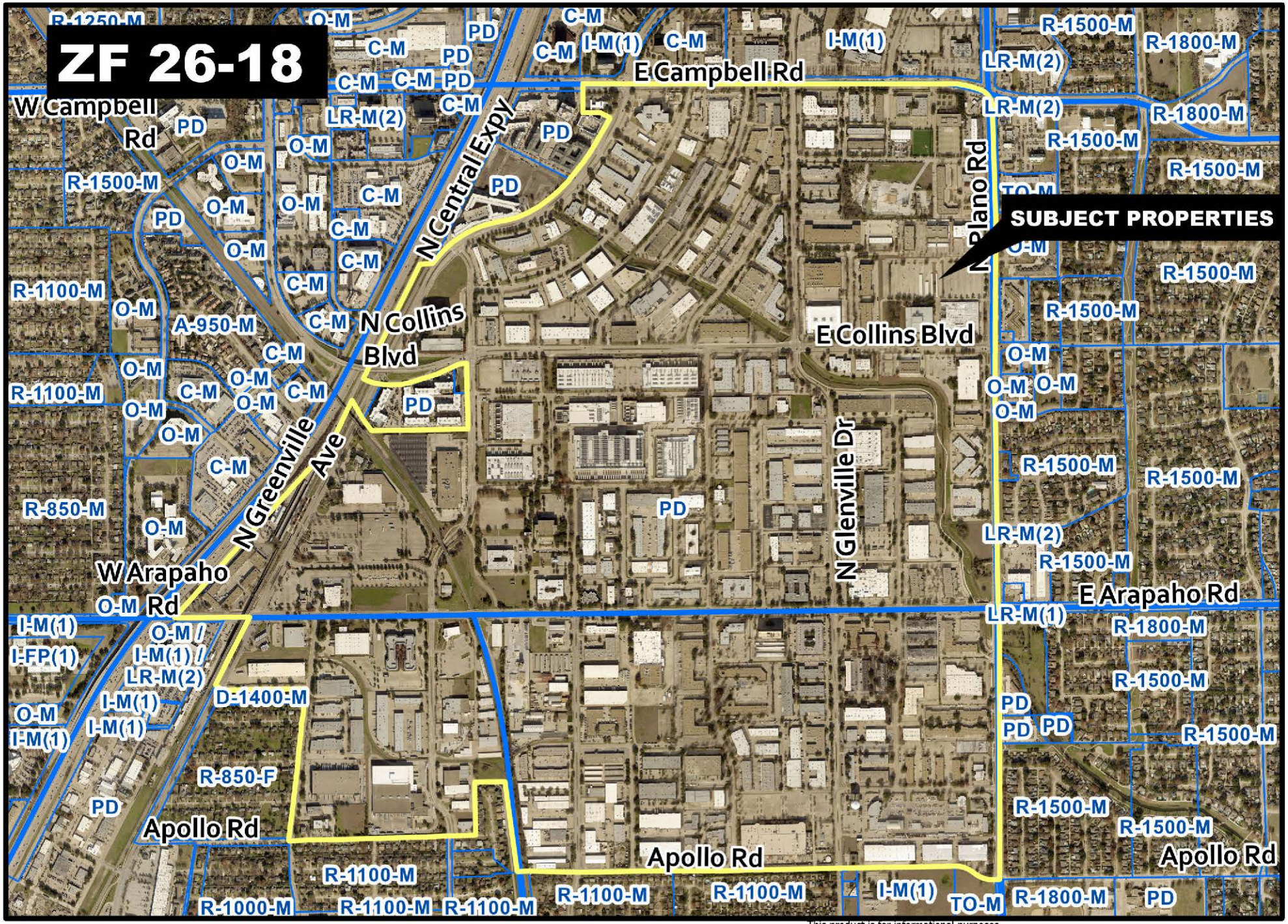
PUBLIC RESPONSE

To date, staff has not received any correspondence regarding this request.

CITY PLAN COMMISSION RECOMMENDATION

Motion: On September 15, 2026, the City Plan Commission recommended approval of the request 7-0, subject to the following special condition:

1. Recommend approval of the amendments to Section III. Signage, Subsection E. Permitted Signs related to "Flag, Corporate and Logo" signage, amending Section V. Definitions related to adding terms for flag, corporate flag, and flagpole, and amending and restating in its entirety the zoning regulations, as presented.



ZF 26-18 Aerial and Zoning Map

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

RICHARDSON TEXAS

I. Overview of Code

A. Intent/Purpose

City of Richardson, Texas, Ordinance No. 4322, enacted on December 9, 2019, and as amended by Ordinance No. 4537, enacted on February 25, 2025, amended the Comprehensive Zoning Ordinance and the Zoning Map of the City of Richardson, Texas, relating to the use and development of 1,144 acres of land more or less described in Exhibit "A" attached to Ordinance No. 4064 and incorporated herein by reference ("the Property") establishes PD Planned Development Collins/Arapaho TOD & Innovation District Form Based Code (referred to herein alternatively as "the Code"). The Development Regulations of the Code have been amended and restated as set forth in this Exhibit "B" to City of Richardson, Texas, Ordinance No. 4604, enacted October 12, 2026.

The City of Richardson updated its Comprehensive Plan in 2009. An important component of that update was the identification of six geographic areas as "enhancement/ redevelopment areas." These areas were targeted for further, more detailed study to determine the most effective means to leverage reinvestment and foster their redevelopment.

In 2013, the City of Richardson took the first step to develop a reinvestment strategy for the East Arapaho/Collins area, which was identified as one of the six enhancement/redevelopment areas in the Comprehensive Plan. An East Arapaho/Collins Baseline Market Analysis was completed and addressed the underperforming industrial space in the study area, particularly the large quantity of older flex space. During this time, the area was experiencing a vacancy rate of approximately 21%.

As the market strengthened from the Great Recession in the early 2010s and the area vacancy rate decreased to 7.5%, the City revisited the area to set the stage for the next generation of innovation. In 2018, City Council initiated the Collins/Arapaho Transit-Oriented Development (TOD) and Innovation District Study to develop a vision, goals and strategies for the District. Extensive public outreach was conducted during this effort to develop the vision, which states: "The District will be the Premier Tech Hub in Texas". The resulting study laid out the foundation for this Form Based Code, establishing the following Sub-districts: Employment, Greenville, Station Area and Duck Creek. The vision for the District is that it will continue to be a center for innovation and technology; visually unique and green; lively and active; walkable and bikeable; with the Station Area serving as the primary gateway to the District.

This Code establishes rules and regulations that will deliver the intended form and character envisioned for the Collins/Arapaho TOD & Innovation District. The standards within the Code focus on allowing flexibility while encouraging a high-quality, legible public realm and providing predictability of the built environment consistent with the community's vision. The Code also provides for a well-connected pedestrian, bicycle and street network that builds on existing infrastructure and balances appropriate densities and uses for creating a vital urban environment. It protects the interests of existing businesses and business owners by limiting new non-conforming uses and providing additional land use entitlements to encourage reuse, reinvestment and activation of existing buildings.

The Code is supportive of regional transportation and mobility objectives by acknowledging that N. Plano Road, E. Campbell Road and E. Arapaho Road, will continue to function as a six-lane, regional arterial thoroughfares, even while being re-envisioned to support pedestrian oriented

~~Flag, Corporate and Logo~~ Flags and Flagpoles				
Use Type Permitted	Multi-Family (and Mixed-Use)	Other Residential	Live/Work and Non-Residential	Permit Required
	P	P	P	~~No~~ Yes*
~~Standards~~	~~a. Corporate and logo flags shall be limited to one per site when accompanied by a U.S. and/or state flag of equal size or larger.~~ ~~b. Corporate and logo flags on non-residential, multi-family, and mixed-use sites shall not exceed forty square feet for sites of less than one acre, sixty square feet for sites of more than one acre but less than five acres, and ninety-six square feet for sites of five or more acres .~~			
Standards	a. Number: The number of flags and flagpoles located on a lot or parcel shall not exceed the following: i. *For platted lots located within nonresidential or mixed-use developments with an area of more than 10 acres, with two (2) or more street frontages:* Six (6) flagpoles and six (6) flags per platted lot. Flagpoles may be clustered in groups of no more than three (3) flagpoles; provided, however, flagpole clusters shall not be less than 250 feet apart. ii. *For all other platted lots not described in paragraph i., above:* Three (3) flagpoles and three (3) flags per platted lot. b. Flagpole heights: Flagpoles shall not exceed the following heights measured from the point of grade at the base of the flagpole to the tallest projecting element on the flagpole: i. *On single family and townhome properties:* 25 feet. ii. *On multi-family, nonresidential, and mixed-use properties:* 40 feet. c. Flag size: The area of each flag flown on a flagpole shall not exceed the following: i. *On single family and townhome properties:* 25 square feet. ii. *On multi-family, nonresidential, and mixed-use properties:* 40 square feet. d. Corporate flags: The number of corporate flags flown shall not exceed the following: i. *For platted lots located within nonresidential or mixed-use developments with an area of more than 10 acres, with two (2) or more street frontages:* Subject to the limitations set forth in subsection a. of this section, no more than two (2) flagpoles per platted lot may be flying corporate flags. ii. *For platted lots located within nonresidential or mixed-use developments with an area equal to or less than 10 acres:* Subject to the limitations set forth in subsection a. of this section, no more than one (1) flagpole per platted lot may be flying a corporate flag. iii. *For educational institutions, religious institutions, public buildings (as defined in the Comprehensive Zoning Ordinance), and multi-family residential developments:* Subject to the limitations set forth in subsection a. of this section, no more than one (1) flagpole per platted lot may be flying a corporate flag. e. Location: i. Each flagpole shall be set back from all property lines a distance equal to or greater than the height of the flagpole. ii. Flagpoles shall not be located in any easement. iii. Site plan approval is required for all flagpoles located on: Nonresidential and mixed-use developments, multi-family residential developments, educational institutions, religious institutions, and public buildings (as defined in the Comprehensive Zoning Ordinance). f. Permit required*: A permit shall be required for all flagpoles greater than 25 feet in height. No permit shall be required for flagpoles 25 feet in height or less.			

equipment, appurtenant structures, and areas necessary to operate a drone, including but not limited to, docking stations, charging stations, and safety and storage areas.

Dwelling Unit – A building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters including facilities for food preparation, sleeping, and sanitation.

E – Definitions

Easement – A right of use granted within a tract of land by a property owner to another person or entity or to the public for the purpose specified therein.

Electrical Substation – A facility for transforming electricity to individual users.

Established building line – The line at which a building is located parallel to the right-of-way line.

Event Center – A building with one or more rooms or spaces used to host temporary professional or social events which can be rented by the public for a fee. Event Centers may be the primary or secondary use of a building.

F – Definitions

Façade – That portion of any exterior elevation on the building extending from grade to top of the parapet, wall, or eaves and the entire width of the building elevation but excluding the roof. Where separate faces are oriented in the same direction or in directions within forty-five degrees of one another, they are to be considered as part of a single façade. Multiple buildings on the same lot will each be deemed to have separate façades.

Flag – A piece of cotton, silk, or polyester cloth or similar material, typically oblong or square, attachable by one edge to a flagpole.

Flag, Corporate – A flag bearing the emblem and/or insignia of an on-premise business or organization.

Flagpole – A pole permanently affixed to the ground used for flying a flag.

Frontage – The linear edge of a property adjacent to a street right-of-way or street easement.

G – Definitions

Green Roof – A layer of vegetation planted over a waterproofing system that is installed on top of a flat or slightly sloped roof.

H – Definitions

No Definitions

Notice of Public Hearing
City Plan Commission

An application has been received by the City of Richardson for a:

PLANNED DEVELOPMENT AMENDMENT

File No.:	**ZF 26-18: PD Planned Development – Collins/Arapaho TOD & Innovation District Form Based Code Amendment**
Applicant:	City of Richardson
Location:	(See map on reverse side)
Request:	A City-initiated request for an amendment to the PD Planned Development – Collins/Arapaho TOD & Innovation District Form Based Code regarding amending Section III. Signage, Subsection E. Permitted Signs related to "Flag, Corporate and Logo" signage, and amending Section V. Definitions related to adding terms for flag, corporate flag, and flagpole, and amending and restating in its entirety the zoning and development regulations for approximately 1,146 acres generally bounded by Campbell Road, Plano Road, Apollo Road, Central Expressway, and Greenville Avenue. Staff contact: Derica Peters.

The City Plan Commission will consider this request at a public hearing on:

TUESDAY, SEPTEMBER 15, 2026
6:00 p.m.
Richardson City Hall
2360 Campbell Creek Boulevard, Suite 525
Richardson, TX 75082

This notice has been sent to all owners of real property affected by the zoning request and those who are within 200 feet of the request; as such ownership appears on the last approved city tax roll.

Process for Public Input: Individuals attending the meeting in person will be allocated a maximum of 3 minutes to address the City Plan Commission to express whether they are in favor or oppose the request.

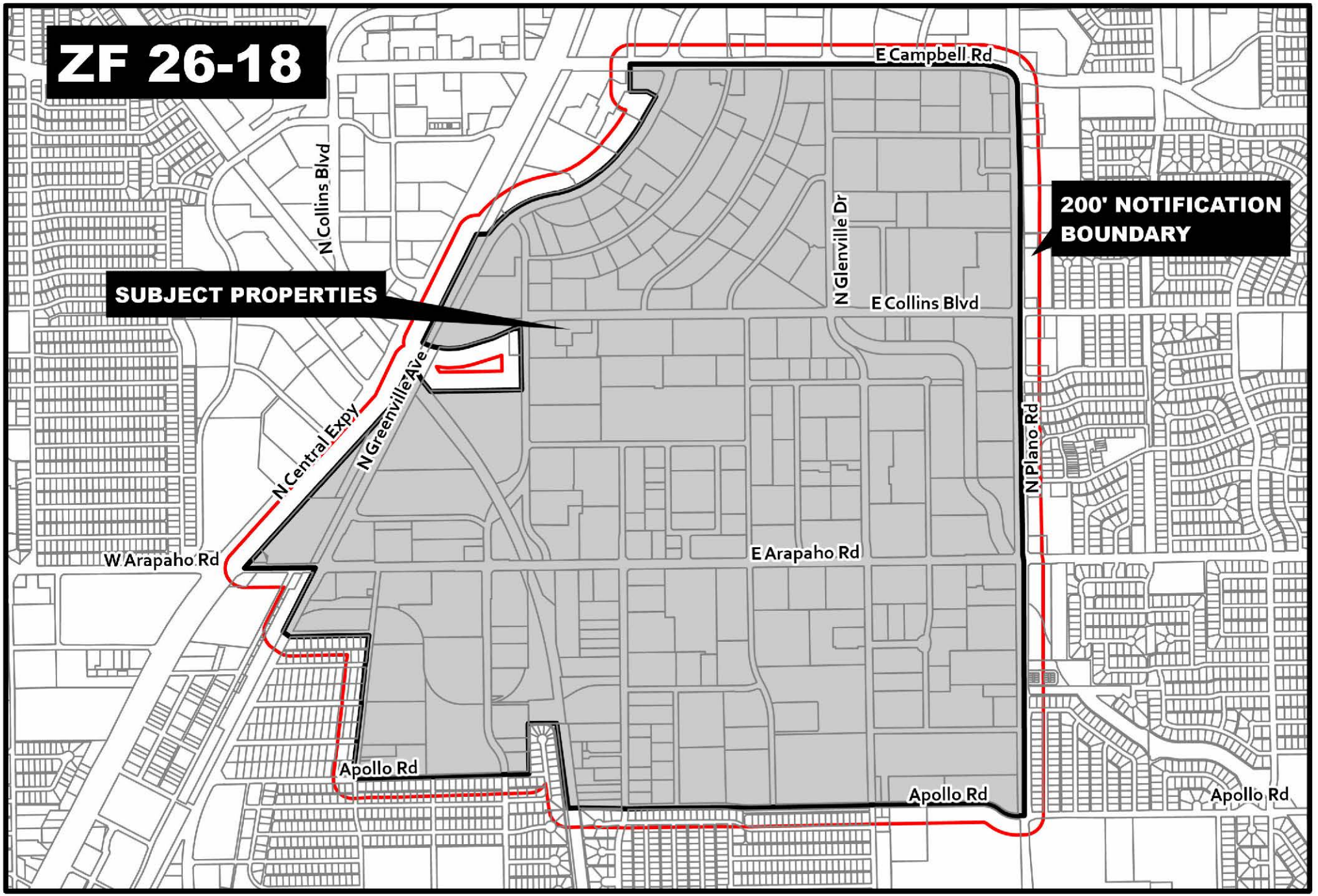
Persons not attending the meeting who would like their views to be made a part of the public record may send signed, written comments, referencing the file number above, prior to the date of the hearing to: Dept. of Development Services, PO Box 830309, Richardson, TX 75083 or by utilizing the Public Comment Card at https://www.cor.net/PublicCommentForm.

The City Plan Commission may recommend approval of the request as presented, recommend approval with additional conditions, or recommend denial. Final approval of this application requires action by the City Council.

Agenda: The City Plan Commission agenda for this meeting will be posted on the City of Richardson website three (3) business days before the public hearing. For a copy of the agenda, please go to: http://www.cor.net/index.aspx?page=1331.

For additional information, please contact the Dept. of Development Services at 972-744-4240 and reference Zoning File number ZF 26-18.

Posted and Mailed on or prior to: September 4, 2026



ZF 26-18 Public Notification Map
Collins/Arapaho TOD & Innovation District
Form-Based Code

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

RICHARDSON TEXAS

Site Address	Owner Address				
820 N GROVE RD	ENGLISH FAMILY LIMITED PARTNERSHIP	VACANT	810 N GROVE RD	RICHARDSON	TX
510 N BOWSER RD	WEE WILLIE STORAGE LLC	WEE WILLIE MINI WHSE	1 CUMBERLAND PL	RICHARDSON	TX
909 E COLLINS BLVD	CAREMARKPCS ATTN CORPORATE REAL ESTATE	CARE MARK	1 CVS DR	WOONSOCKET	RI
935 E CAMPBELL RD	WENDYS PROPERTIES LLC % THE WENDYS COMPANY	WENDY S	1 DAVE THOMAS BLVD	DUBLIN	OH
300 HILLTOP AVE	GOSS 300 HILLTOP LLC		1 HORIZON PT	FRISCO	TX
1204 ALMA RD	DIGITAL ALMA ROAD LP STE 500	PARKING	10 POST ODDICE SQ	BOSTON	MA
701 E ARAPAHO RD	DIGITAL ALMA ROAD LP	VACANT NEC ARAPAHO A	10 POST OFFICE SQ STE 5	BOSTON	MA
930 N BOWSER RD	SL7 URBAN INDUSTRIAL LP	TEXAS ARCHIVES/MOVING	100 CRESCENT CT STE 85	DALLAS	TX
1250 DIGITAL DR	HOLLINGSHEAD MATERIALS LLC	SOUHTERN STAR CONCRE	1000 HOLLINGSHEAD CIR	MURFREESBORO	TN
301 HILLTOP AVE	301 HILLTOP OWNER LLC STE 750	301-323 HILLTOP DR/SCO	10000 N CENTRAL EXPY	DALLAS	TX
631 INTERNATIONAL PKW	631 INTERNATIONAL OWNER LLC STE 750	ASSA ABLOY/LSFI CLEANP	10000 N CENTRAL EXPY	DALLAS	TX
1001 COMMERCE DR	G&H INVESTMENTS LP	1001 COMMERCE	1001 COMMERCE DR STE	RICHARDSON	TX
1001 MIDWAY DR	LOPEZ DONNA LYNN		1001 MIDWAY DR	RICHARDSON	TX
1003 MIDWAY DR	BAIRES MANUEL ANTONIO RIVERA & RIVERA ANA D MONTOYA DE		1003 MIDWAY DR	RICHARDSON	TX
1005 MIDWAY DR	MUNIZ JAVIER		1005 MIDWAY DR	RICHARDSON	TX
1007 MIDWAY DR	SWITZER RICHARD F REVOCABLE LIVING TRUST		1007 MIDWAY DR	RICHARDSON	TX
502 APOLLO RD	EARTHSTONE HOLDINGS LLC		101 S COIT RD # 36105	RICHARDSON	TX
1201 KAS DR	POOL 2 INDUSTRIAL TX LLC %EQT EXETER	FLEX	101 W ELM ST STE 600	CONSHOHOCKEN	PA
1660 FIRMAN DR	SBC ASSET MANAGEMENT INC	58% DC - SW BELL VIDEO	1010 PINES 9 E L 01	SAINT LOUIS	MO
312 WAKE DR	BAKHSHI IFFAT & KHUSHBAKHT		10123 CHISHOLM TRL	DALLAS	TX
628 ROYAL CREST DR	A&B REALTY LLC		1017 LEVANT LN	PLANO	TX
1510 N PLANO RD	LINDAN REAL ESTATE LP	LINDAN PARK	105 N TRENTON ST	RUSTON	NA
1350 E CAMPBELL RD	EZ STAR INC	TEXACO	10550 WALNUT ST	DALLAS	TX
1075 E EXECUTIVE DR	DISCOVER & GROW PROPERTIES LP	OCTOPUS GARDEN PRESC	1075 EXECUTIVE DR E	RICHARDSON	TX
1100 N BOWSER RD	HCAH LLC	EXECUTIVE SECURITY	1100 N BOWSER RD	RICHARDSON	TX
1101 COMMERCE DR	ROS VILLAGE LLC	1101 COMMERCE DR	1101 COMMERCE DR	RICHARDSON	TX
1101 MIDWAY DR	NGO KHANH & VILAYSACK THONGLIT		1101 MIDWAY DR	RICHARDSON	TX
1105 MIDWAY DR	VILLASANA NATHANIEL & SENSOZ PINAR		1105 MIDWAY DR	RICHARDSON	TX
435 ROYAL CREST DR	WATSON THOMAS R & LISA C		1105 SERENADE LN	RICHARDSON	TX
1107 MIDWAY DR	GONZALES NORMA S		1107 MIDWAY DR	RICHARDSON	TX
1109 MIDWAY DR	BOREN DAVID E & ROBYN R		1109 MIDWAY DR	RICHARDSON	TX
1800 N GLENVILLE DR	FIVF III TX2 LLC	SPRING CREEK BUS PARK	111 RIVER ST STE 1010	HOBOKEN	NJ
1111 COMMERCE DR	MULTI QUEST HOLDINGS INC	HIGHTECH SIGNS - OWNE	1111 COMMERCE DR	RICHARDSON	TX
1111 INTERNATIONAL PK	INTERNATIONAL BUDDHIST PROGRESS SOCIETY DALL	INTERNATIONAL BUDDHIS	1111 INTERNATIONAL PKV	RICHARDSON	TX
1111 MIDWAY DR	CHAI CHNG LEEN & YAN HONG TAN		1111 MIDWAY DR	RICHARDSON	TX
1198 N PLANO RD	CAMO WOLF LLC	MOBIL 1 LUBE EXPRESS	1112 SUNRISE DR	ALLEN	TX
833 E ARAPAHO RD	DFW AAJ ENTERPRISES LLC	ARAPAHO PLAZA	1113 BURNET DR	ALLEN	TX
1113 MIDWAY DR	GOFORTH DANIEL ELI & SAMANTHA JO		1113 MIDWAY DR	RICHARDSON	TX
1117 MIDWAY DR	BREWER DWIGHT & SHARON		1117 MIDWAY DR	RICHARDSON	TX
1862 FIRMAN DR	PRIDE GROUP HOLDINGS LLC	PRIDE GROUP	1119 ARBOR PARK DR	ALLEN	TX
1363 E ARAPAHO RD	CAMPBELL GLEN LP	LAND ONLY	1119 CACTUS PATH DR	MURPHY	TX
1119 MIDWAY DR	TRAN DAT QUOC		1119 MIDWAY DR	RICHARDSON	TX
630 N INTERURBAN ST	VIVID REALTOR	PHOTO PRINT	112 STARLITE DR	MURPHY	TX
1121 MIDWAY DR	MARETH ROBERT & BARRY KIRSTIN		1121 MIDWAY DR	RICHARDSON	TX
1123 MIDWAY DR	TRANCHITELLA MARLA D & THOMAS WILLIAM		1123 MIDWAY DR	RICHARDSON	TX
1125 MIDWAY DR	CHEVEZ MIRNA DELCARMEN G		1125 MIDWAY DR	RICHARDSON	TX
1100 E CAMPBELL RD	VERSACOM 1100 CAMPBELL LLC	SPRING CREEK BUS PK PH	1126 COMMERCE DR STE	RICHARDSON	TX
1127 MIDWAY DR	GARCIA GARY &		1127 MIDWAY DR	RICHARDSON	TX
1129 MIDWAY DR	GOTTLIEB FAMILY LIVING TRUST THE		1129 MIDWAY DR	RICHARDSON	TX
322 HILLCREST AVE	LINN DAVID RANDALL		1131 EDITH CIR	RICHARDSON	TX
1131 MIDWAY DR	GEORGE SOPHIE		1131 MIDWAY DR	RICHARDSON	TX
1133 MIDWAY DR	JIMENEZ NORMA INES		1133 MIDWAY DR	RICHARDSON	TX
301 HILLCREST AVE	SHUFFLER CAROLYN & SHUFFLER JOHN		1134 N COTTONWOOD	RICHARDSON	TX
511 ROYAL CREST DR	BERRY DAVID A & JULIA		1134 WILDERNESS TRL	RICHARDSON	TX
1139 MIDWAY DR	AGHA AMIR & NIGHAT		1139 MIDWAY DR	RICHARDSON	TX
1143 MIDWAY DR	PHAN NGOC TRAM VU & NAM VAN		1143 MIDWAY DR	RICHARDSON	TX
1145 MIDWAY DR	MERRITT BRIAN L		1145 MIDWAY DR	RICHARDSON	TX
1147 MIDWAY DR	BOCHANTIN ADRIANNE		1147 MIDWAY DR	RICHARDSON	TX
1151 MIDWAY DR	SHEIKH MOHOMEDALI N		1151 MIDWAY DR	RICHARDSON	TX
616 APOLLO RD	ALDERETE ARTURO		1155 S GRAND AVE APT 31	LOS ANGELES	CA
620 ROYAL CREST DR	ALDERETE ARTURO & GARCIA SCARLET		1155 S GRAND AVE UNIT 3	LOS ANGELES	CA
660 N DOROTHY DR	LRF3 DAL DOROTHY LLC	TELECOM COMMERCE CN	116 HUNTINGTON AVE ST	BOSTON	MA

1161 W EXECUTIVE DR	WINFIELD PROPERTY HOLDINGS COMPANY LLC	WILDFIRE XM	11821 DOOLIN CT	DALLAS	TX
401 INTERNATIONAL PKW	ICP 2 EMS LLC ATTN: REUBEN BERMAN	INTERNATIONAL PARK PHA	11911 SAN VICENTE BLVD	LOS ANGELES	CA
712 ROYAL CREST DR	HEARTBEATS MATTER LLC		120 E FM 544 STE 72-315	MURPHY	TX
1200 E COLLINS BLVD	1200 E COLLINS LLC STE 102	1200 E COLLINS BLVD	1200 E COLLINS BLVD	RICHARDSON	TX
1200 N BOWSER RD	SUNTRONIC INC	SUNTRONIC	1200 N BOWSER RD	RICHARDSON	TX
640 INTERNATIONAL PKW	ATLAS FLINT INTERNATIONAL LLC % ATCAP PARTNERS	RICHARDSON BUSINESS C	12001 N CENTRAL EXPY S	DALLAS	TX
999 E ARAPAHO RD	C&P TMS GROUP LP PS STE 100	CORPORATE SQUARE 1	1201 INTERNATIONAL PKV	RICHARDSON	TX
1201 INTERNATIONAL PK	C & P TMS GROUP LP P S	CORPORATE FORUM 111	1201 INTERNATIONAL PKV	RICHARDSON	TX
1301 N PLANO RD	RICHARDSON TECHNOLOGY PPTIES I	TECH CENTER II	1201 N PLANO RD	RICHARDSON	TX
1215 EXECUTIVE DR	PATTERSON POLLOCK PPTIES LLC STE101	1215 EXECUTIVE W	1215 EXECUTIVE DR W	RICHARDSON	TX
1220 PRESIDENTIAL DR	BENNING VERMOEGENSVERWALTUNGS GESELLSCHA	BENNING	1220 PRESIDENTIAL DR	RICHARDSON	TX
705 N GLENVILLE DR	TX CIRCLE 182 LLC STE 270	Glenville Business Center (	1230 ROSECRANS AVE	MANHATTAN BEACH	CA
1633 FIRMAN DR	2EZ LLC	HAAS	1234 MONICA DR	ALLEN	TX
1250 E COLLINS BLVD	INTELLIGENT EPITAXY TECHNOLOGY INC	INTELLI EPI	1250 E COLLINS BLVD	RICHARDSON	TX
1320 INTERNATIONAL PK	1777 N CENTRAL EXPY LLC	PAVED PARKING	1251 E AIRPORT FWY	IRVING	TX
1750 ALMA RD	21 01 31 PARTNERS SPE2 LLC	CENTRAL BUSINESS PARK	128 SOUTH RD	STANFORDVILLE	NY
1301 E CAMPBELL RD	OPPORTUNITY BANK NA ASN	GREEN BANK	1301 E CAMPBELL RD	RICHARDSON	TX
1301 STARSHADOW DR	RUIZREYES LESBIA MARITZA		1301 STARSHADOW DR	RICHARDSON	TX
1300 E CAMPBELL RD	1300 CAMPBELL LP STE510	CAREMARK	1301 W 25TH ST STE 510	AUSTIN	TX
901 E CAMPBELL RD	ESA EAGLE C2 RICHARDSON TX OWNER LLC	EXTENDED STAY AMERICA	13024 BALLANTYNE CORF	CHARLOTTE	NC
1303 N GLENVILLE DR	MANNAT PROPERTIES LLC	APPLIED DATA RESOURCE	1303 N GLENVILLE DR	RICHARDSON	TX
1303 STARSHADOW DR	FOROODI PARICHEHR & SIROUS NARIMAN H ABADI		1303 STARSHADOW DR	RICHARDSON	TX
1305 STARSHADOW DR	GOLDSTEIN MARTIN A & MAENG Y		1305 STARSHADOW DR	RICHARDSON	TX
305 HILLCREST AVE	LONG MACK		1306 COUNTY ROAD 4030	WHITEWRIGHT	TX
1307 STARSHADOW DR	NGUYEN MICHAEL & KATRINA		1307 STARSHADOW DR	RICHARDSON	TX
1309 STARSHADOW DR	VARA MARY L & VARA ALBERT REV LIVING TR		1309 STARSHADOW DR	RICHARDSON	TX
1311 STARSHADOW DR	GONZALEZ JESSICA		1311 STARSHADOW DR	RICHARDSON	TX
613 RORARY DR	603 & 613 ROR LLC		1312 S MASSACHUSETTS	SEATTLE	WA
1313 STARSHADOW DR	KHAN ABU & FARIDA		1313 STARSHADOW DR	RICHARDSON	TX
503 ROYAL CREST DR	HUCKABY GALE W & ANTOINETTE		1323 PRIMROSE DR	WYLIE	TX
517 ROYAL CREST DR	MI CASA HOLDING LTD		1330 OAK VIEW AVE	SAN MARINO	CA
907 MIDWAY DR	BAZAN MAUEL LIFE ESTATE & LETICIA		13434 HEDGEAPPLE DR	DALLAS	TX
1350 E ARAPAHO RD	GHL INVESTMENT LP	ARAPAHO BUSINESS CENT	1350 E ARAPAHO RD STE 1	RICHARDSON	TX
1100 APOLLO RD	RALDON HOUSING CORP		13740 MIDWAY RD STE 52	DALLAS	TX
612 APOLLO RD	BROWNING ERNEST A & CYNTHIA S		1378 RANCH HOUSE DR	FAIRVIEW	TX
704 ROYAL CREST DR	DONG HANH		13927 MONTEVERDE DR	CHINO HILLS	CA
720 ROYAL CREST DR	ROE KEVIN WAYNE		14 HOMESTEAD CT	BOISE	ID
1400 N PLANO RD	1400 N PLANO ROAD LLC S&J FAMILY INVESTMENTS L	THE VET HOUSE	1400 N PLANO RD	RICHARDSON	TX
1400 SOMERSET PL	HONG LE THI TUYET		1400 SOMERSET PL	RICHARDSON	TX
1401 CREEKSIDE DR	OWENS JAMES M		1401 CREEKSIDE DR	RICHARDSON	TX
1401 MEADOW GLEN	BUI HUNG & NGUYET ANN THI LU		1401 MEADOW GLEN ST	RICHARDSON	TX
1402 MEADOW GLEN	VELASCO VISITACION A		1402 MEADOW GLEN ST	RICHARDSON	TX
1402 SOMERSET PL	JONES RYAN & GODDARD BRANDY		1402 SOMERSET PL	RICHARDSON	TX
1403 CREEKSIDE DR	TAYLORLOW CHRIS DOUGLAS		1403 CREEKSIDE DR	RICHARDSON	TX
1405 CREEKSIDE DR	ROBINSON EMILY A & UY PHORN		1405 CREEKSIDE DR	RICHARDSON	TX
313 HILLCREST AVE	WU JIUHUA		1408 POTOMAC DR	RICHARDSON	TX
925 N BOWSER RD	MULL JERRY CLYDE LIVING TRUST THE	A MINI SELF STORAGE	1420 BRAZOS TRL	PLANO	TX
820 N GLENVILLE DR	DWK CAPITAL GROUP LTD	ARAPAHO BUSINESS PARK	1433 PEBBLE CREEK DR	COPPELL	TX
1450 E CAMPBELL RD	ST PHILOPATEER COPTIC ORTHODOX CHURCH OF DA	ST PHILOPATEER COPTIC (	1450 E CAMPBELL RD	RICHARDSON	TX
1500 N GREENVILLE AVE	GCP III COLLINS CROSSING LLC	COLLINS CROSSING	14606 BRANCH ST STE 10	OMAHA	NE
1500 INTERNATIONAL PK	NETWORK OF COMMUNITY MINISTRIES LLC STE 300	1500 INTERNATIONAL PKW	1500 INTERNATIONAL PKV	RICHARDSON	TX
523 ROYAL CREST DR	LEW VINCENT K		15108 BROOKS LN	FRISCO	TX
1200 EXCHANGE DR	PARK NORTH SVC CENTER LTD	1200 EXCHANGE	1517 WHITE SAGE WAY	CARLSBAD	CA
801 E CAMPBELL RD	CAMPBELL FORUM JOINT VENTURE	CAMPBELL FORUM I	15280 ADDISON RD STE 3	ADDISON	TX
1551 N GLENVILLE DR	TECHNOLOGY PROPERTIES I LP STE 150	1551 N GLENVILLE DR	1571 N GLENVILLE DR	RICHARDSON	TX
1850 N GREENVILLE AVE	RICHARDSON TECHNOLOGY PPTIES I LP	CAMPBELL SQUARE I	1571 N GLENVILLE DR STE	RICHARDSON	TX
1600 JAY ELL DR	CORE INVESTMENTS I LLP	1600 JAY ELL	1600 JAY ELL DR	RICHARDSON	TX
557 STERLING DR	KPA REALTY LLC	557 STERLING	1600 SNIDER LN	ALLEN	TX
307 HILLCREST AVE	PACLIKMCKNIGHT JOHN E		1601 SACRAMENTO TER	PLANO	TX
1100 W EXECUTIVE DR	ISLAMIC ASSOCIATION OF ARABI	CORPORATE CENTER 1	1601 W CAMPBELL RD	GARLAND	TX
1135 MIDWAY DR	WELLS ARREN & SAMANTHA		16020 NIGHTSHADE ST	AUSTIN	TX
1301 E ARAPAHO RD	SHINERAYTX LLC	VIETFACE TV (55% OCC)	1606 SOLARO CT	ALLEN	TX
661 PLANO RD	RICHARDSON TECH EPA LLC	RICHARDSON TECH CENT	16160 MIDWAY RD STE 20	ADDISON	TX

1375 E CAMPBELL RD	CRICQ RICHARDSON TRUST N DALLAS LP	24 HR FITNESS	1620 S FRIENDSWOOD DF	FRIENDSWOOD	TX
1050 N GROVE RD	MDUNSHEA PROPERTIES LLC	HAMILTON VAULTRONICS	16348 E ANNA CADE RD	ROCKWALL	TX
500 INDUSTRIAL DR	ICP 3 EMS LLC ATTN: REUBEN BERMAN	MDT CTDI	1640 S SEPULVEDA BLVD	LOS ANGELES	CA
648 N INTERURBAN ST	INTERURBAN ST LLC	MCCOOL S ROOFING	16715 CLEARLY CIR	DALLAS	TX
1149 MIDWAY DR	MIDWAY DRIVE 1149 LAND TRUST 480-1080		16775 ADDISON RD STE 4	ADDISON	TX
716 N PLANO RD	SHEN YARAN		16970 DALLAS PKWY STE	DALLAS	TX
1101 E ARAPAHO RD	TEXAS UNIQUE PROPERTIES LLC	CORPORATE PLACE	1702 N COLLINS BLVD STE	RICHARDSON	TX
508 N BOWSER RD	PRIME SOLAR INC	FOX MICRO ENTERPRISES	1705 N GREENVILLE AVE	RICHARDSON	TX
700 ROYAL CREST DR	JTLD ENTERPRISES LLC SERIES 1		1706 TORREY PINES LN	FRISCO	TX
1301 PRESIDENTIAL DR	JMDH REAL ESTATE OF RICHARDSON LLC	RESTAURANT DEPOT	1710 WHITESTONE EXPY	WHITESTONE	NY
930 E CAMPBELL RD	JAHCO 930 E CAMPBELL RD L	930 E CAMPBELL RD	1717 MAIN ST STE 2600	DALLAS	TX
1602 N PLANO RD	SEJ ASSET MANAGEMENT & INVESTMENT CO %7 ELEV	7 11 21287	1722 ROUTH ST STE 1000	DALLAS	TX
541 STERLING DR	PA REAL ESTATE HOLDINGS LLC	MTSI	1725 JAY ELL DR	RICHARDSON	TX
1350 E ARAPAHO RD	ARAPAHO LAKESIDE LTD	ARAPAHO CREEK BUSINES	1727 ANALOG DR	RICHARDSON	TX
1784 FIRMAN DR	CORNERSTONE FAMILY CHURCH OF RICHARDSON	CORNERSTONE FAMILY CH	1748 FIRMAN DR	RICHARDSON	TX
250 E ARAPAHO RD	LUCKY PROPERTY TWO LLC	RICHARDSON COMMONS	1750 REGAL ROW	DALLAS	TX
1751 INTERNATIONAL PK	CIP TELECOM CORRIDOR LLC	RENAISSANCE TECH CENT	1751 INTERNATIONAL PKV	RICHARDSON	TX
1755 JAY ELL DR	MICROWAVE TRANSMISSION SYSTEMS INC	VACANT	1751 JAY ELL DR	RICHARDSON	TX
1758 FIRMAN DR	MORNING STAR LAND LLC	COCHRAN CONSULTING I	1758 FIRMAN DR # 200	RICHARDSON	TX
1780 JAY ELL DR	PILGRIMS PRIDE CORP	PILGRIMS PRIDE CORP (25	1770 PROMONTORY CIR	GREELEY	CO
1776 N PLANO RD	TOWN NORTH PRESBYTERIAN CHURCH	CHURCH	1776 N PLANO RD	RICHARDSON	TX
1000 E CAMPBELL RD	RICHARDSON TECH VILLAGE I LP	CAMPBELL TECH CENTER	1799 ENTERPRISE ST	ATHENS	TX
600 E ARAPAHO RD	JLK LTD	APEX SUPPLY/KOHLER	180 OAK LAWN AVE	DALLAS	TX
1800 JAY ELL DR	MCO MGMT LLC STE 100	QUALITY CASES & CONTAI	1800 JAY ELL DR	RICHARDSON	TX
525 INTERNATIONAL PKW	525 INTERNATIONAL OWNER LP	TRUGLO PROPERTIES	1807 ROSS AVE STE 490	DALLAS	TX
1810 N GREENVILLE AVE	NICOSO INVESTMENTS LLC	CAMPBELL SQUARE II	1810 N GREENVILLE AVE	RICHARDSON	TX
1002 N CENTRAL EXPY	AF 1002 N CENTRAL LTD	ARAPAHO CENTRAL PARK	18111 PRESTON RD STE 1	DALLAS	TX
1225 ALMA RD	SAF COLLINS TECHNOLOGY PARK LLC	COLLINS CENTER - ASSOC	18111 PRESTON RD STE 1	DALLAS	TX
1819 JAY ELL DR	BETHSAIDA COMMUNITY CENTER	1819 JAY ELL DR	1819 JAY ELL DR	RICHARDSON	TX
1010 E ARAPAHO RD	GBP ARAPAHO LP	1010 E ARAPAHO RD	18383 PRESTON RD STE 1	DALLAS	TX
1870 FIRMAN DR	DELTA V INSTRUMENTS INC	CENTRAL PK OFFICE WARE	1870 FIRMAN DR	RICHARDSON	TX
1900 JAY ELL DR	1900 1920 JAY ELL DR OWNER LLC	WESTERN SEALST PACKIN	1900 JAY ELL DR	RICHARDSON	TX
311 ASTON DR	MIRAKI NEDA		1903 RIDGE CREEK DR	RICHARDSON	TX
1819 FIRMAN DR	DALLAS NORTH INDUSTRIAL LLC	PARKVIEW CENTER	19762 MACARTHUR BLVD	IRVINE	CA
420 N DOROTHY DR	HANSFORD FAMILY TRUST	4-L ENGINEERING	2 LOCKLEVEN	RICHARDSON	TX
200 E ARAPAHO RD	200 E ARAPAHO LLC	GENERAL PACKAGING	200 E ARAPAHO RD	RICHARDSON	TX
700 E ARAPAHO RD	MOUNTAINPRIZE INC	VACANT LAND	200 GALLERIA PKWY SE ST	ATLANTA	GA
1137 MIDWAY DR	ALNAEEMI MOHAMMED F		2006 HILL HAVEN CIR	RICHARDSON	TX
710 PRESIDENTIAL DR	ADIMA US LLC	ARAPAHO BUS PARK XI XII	201 S PHILLIPS AVE STE 20	SIOUX FALLS	SD
410 N GROVE RD	HARMON PROPERTIES LIMITED LIABILITY COMPANY	PRECISION PLASTICS INC	204 GREEN ACRES DR	MURPHY	TX
1103 MIDWAY DR	HARPERPULSIFER MICHELLE		205 EXPLORER	LAKEWAY	TX
401 FIRESIDE DR	RHA JOSEPH		22054 MEYLER ST	TORRANCE	CA
910 E CAMPBELL RD	RSC VISALIA FAMILY RANCH LLC & STE 1000 10TH FLR	COMERICA BANK	225 W SANTA CLARA ST	SAN JOSE	CA
1460 N GLENVILLE DR	TERAHOP PHOTONICS INC	CARDINAL COMMERCE CN	2307 BERING DR	SAN JOSE	CA
501 ROYAL CREST DR	JACOBS WILMA F		2312 DECATOR DR	PLANO	TX
701 ROYAL CREST DR	DOI STEVEN & DEBRA M		2315 FRIARS LN	LOS ALTOS	CA
1201 N BOWSER RD	DIGITAL BOWSER LLC % DIGITAL REALTY TRUST LP	HALFF	2323 BRYAN ST STE 1800	DALLAS	TX
1501 N PLANO RD	110TH MERCER PROPERTIES LLC & PLANO MATCAP L	1501 N PLANO RD	2461 N STEMMONS FWY	DALLAS	TX
1230 AMERICAN PKWY	AMERICAN MERCER PROPERTIES LLC	ARAPAHO BUSINESS PARK	2461 N STEMMONS FWY	DALLAS	TX
1440 PRESIDENTIAL DR	QA LOGISTICS 35 75 LP C/O BROOKFIELD PROPERTY (	LAND ONLY	250 VESEY ST FL 15	NEW YORK	NY
717 ROYAL CREST DR	JOHNSON JEROME M III& NICOLE K		2705 QUAIL RIDGE DR	CARROLLTON	TX
1700 INTERNATIONAL PK	TELECOM COMMERCE III LTD STE 130	INTERNATIONAL BUSINESS	2711 LYNDON B JOHNSON	DALLAS	TX
1000 N CENTRAL EXPY	GREENWAY ARAPAHO & AF 1002 N CENTRAL LTD	TACOS Y MAS	2808 FAIRMOUNT ST STE 1	DALLAS	TX
1725 JAY ELL DR	PROCTOR FAMILY LTD PS	TURNAMATIC MACHINE IN	2927 MOSS CREEK CT	MCKINNEY	TX
124 E ARAPAHO RD	EC BARTON & COMPANY	SECONDS AND SURPLUS	2929 BROWNS LN	JONESBORO	AR
1360 PRESIDENTIAL DR	COFE PRESIDENTIAL LLC ATTN GENNESIS SEPULVEDA	MUTI TENANT	2950 SW 27TH AVE STE 10	MIAMI	FL
600 N GLENVILLE DR	SMALL BAY III ARAPAHO DST	ARAPAHO BUSINESS PARK	300 CRESCENT CT STE 70	DALLAS	TX
1775 N PLANO RD	GOODWILL INDUSTRIES OF DALLAS INC	VIEWPOINT BANK	3020 N WESTMORELAND	DALLAS	TX
332 EDGEHILL BLVD	DAM DIPSON		303 EDGEHILL BLVD	RICHARDSON	TX
805 MIDWAY DR	MARTINEZ MARCO ANTONIO & CECILIA C		305 ISLAND DR	RICHARDSON	TX
308 N BOWSER RD	JWAIR MAHER SR & JASIM SAADIYAH M		308 N BOWSER RD	RICHARDSON	TX
309 HILLCREST AVE	PRATT RANDALL K		309 HILLCREST AVE	RICHARDSON	TX
310 ASTON DR	WEATHERS JAMES RICHARD		310 ASTON DR	RICHARDSON	TX

1401 E ARAPAHO RD	ARAPAHO & PLANO JV	BUY LOW FOOD MART	3102 MAPLE AVE STE 500	DALLAS	TX
311 HILLCREST AVE	JOHNSON ROBERT K LIFE ESTATE		311 HILLCREST AVE	RICHARDSON	TX
313 OCEAN DR	BOX GAYLEN W		313 OCEAN DR	RICHARDSON	TX
313 WAKE DR	WEST CRYSTAL		313 WAKE DR	RICHARDSON	TX
1801 N PLANO RD	DI 7 RESTAURANT LLC	1801 VIETNAMESE STREET	3130 N SHILOH RD	GARLAND	TX
315 HILLCREST AVE	FREEMAN HELEN R		315 HILLCREST AVE	RICHARDSON	TX
317 MIDWAY CIR	SWANSON LINDA K		317 MIDWAY CIR	RICHARDSON	TX
306 HILLTOP AVE	LAIR GOSS 306 HILLTOP LLC		3188 HAMPSHIRE CT	FRISCO	TX
319 HILLCREST AVE	SCHEPPS CYNTHIA		319 HILLCREST AVE	RICHARDSON	TX
319 MIDWAY CIR	ORITOLA FALILAT ADEBISI		319 MIDWAY CIR	RICHARDSON	TX
411 FIRESIDE DR	HOME REHAB MANAGEMENT LLC		3207 SKYLANE DR STE 110	CARROLLTON	TX
321 HILLCREST AVE	FINNEY DEBORAH REV LIV TR		321 HILLCREST AVE	RICHARDSON	TX
321 MIDWAY CIR	HO JON VAN & MARIE VILMA ANAYA		321 MIDWAY CIR	RICHARDSON	TX
304 HILLTOP AVE	GILCHRIST TOM		3216 MARQUETTE ST	DALLAS	TX
323 HILLSIDE AVE	LEE YIH MIIN &		323 HILLSIDE AVE	RICHARDSON	TX
323 MIDWAY CIR	NORSEWORTHY GARY HAROLD & SANDY		323 MIDWAY CIR	RICHARDSON	TX
324 HILLCREST AVE	BORGKVIST GARY		324 HILLCREST AVE	RICHARDSON	TX
325 MIDWAY CIR	OLSSON LARS		325 MIDWAY CIR	RICHARDSON	TX
317 HILLCREST AVE	MALCOLM DOUGLAS S		327 HILLSIDE AVE	RICHARDSON	TX
327 MIDWAY CIR	AGUILAR JOSE & SILVIA GONZALEZ JAIMES DE		327 MIDWAY CIR	RICHARDSON	TX
328 EDGEHILL BLVD	RONE AMBREEN MIRZA & JACOB M		328 EDGEHILL BLVD	RICHARDSON	TX
328 HILLSIDE AVE	NICHOLSON JOHN E		328 HILLSIDE AVE	RICHARDSON	TX
329 EDGEHILL BLVD	ANDERSON LIANE L LIFE ESTATE		329 EDGEHILL BLVD	RICHARDSON	TX
1115 MIDWAY DR	VELAZQUEZ ISIDRO LEIJA & ROJAS ANTONIA VILLELA		3325 MAYDA ST	MESQUITE	TX
335 APOLLO RD	KALANTARZADEH MATTHEW &		335 APOLLO RD	RICHARDSON	TX
1748 JAY ELL DR	CHEEK & LANE LLC	1748 JAY ELL DR	3404 BRYN MAWR DR	DALLAS	TX
718 ROYAL CREST DR	TRAN JOHNPAUL & TAMMIE		3426 MEADOWSIDE DR	SACHSE	TX
1300 E ARAPAHO RD	OSL INVESTMENT II LLC	ARAPAHO BUSINESS PARK	347 NE 5TH AVE	DELRAY BEACH	FL
1350 N GLENVILLE DR	1350 GLENVILLE LLC	EXTEND HEALTH	3545 HOWARD WAY	COSTA MESA	CA
1403 MEADOW GLEN	JURECKI STEFAN W & HANNA		3609 AQUA SPRINGS DR	PLANO	TX
313 ISLAND DR	GATES ANDREA ALVAREZ		3617 ROUTH ST APT C	DALLAS	TX
850 E CAMPBELL RD	EAST CAMPBELL RD LLC STE 203	SALAD AND GO	3696 N FEDERAL HWY	FORT LAUDERDALE	FL
1851 N PLANO RD	SKL INVESTMENT COMPANY LTD	SPRING CREEK RETAIL	3820 BRYN MAWR DR	DALLAS	TX
803 MIDWAY DR	REQUENEZ MINERVA		3841 MOSSWOOD DR	GARLAND	TX
401 N BOWSER RD	ADI INVESTMENTS INC	GRANITE WORLD/ LITTLE B	3920 BRYAN ST	DALLAS	TX
1307 N GLENVILLE DR	DKT HOLDINGS LLC	ESI	3930 QUINN DR	CELINA	TX
401 N GROVE RD	VCS RICHARDSON PROPERTY I LLC	VERTICAL COLD STORAGE	400 GOLD CIR STE 300	DAKOTA DUNES	SD
1900 FIRMAN DR	AVISTONE CENTRAL PARK LLC & MAROTTE LLC	CENTRAL PARK I *** 40% \	400 INVERNESS PKWY STE	ENGLEWOOD	CO
1301 APOLLO RD	BAKER DIRICHARDSON LLC	TRIDENT COMPANY	401 US HIGHWAY 80 E	MESQUITE	TX
1001 E CAMPBELL RD	DI ASSETCO LLC	SPRINT E SOLUTIONS INTE	4010 N 3RD ST	PHOENIX	AZ
403 FIRESIDE DR	RODRIGUEZ ONELIA		403 FIRESIDE DR	RICHARDSON	TX
400 N BOWSER RD	CAMERON LEASING INC	MULTI TENANT	404 N BOWSER RD	RICHARDSON	TX
405 FIRESIDE DR	JOHNSTON MORRIS V & SAMMIE W		405 FIRESIDE DR	RICHARDSON	TX
407 FIRESIDE DR	CASH MARY NELL		407 FIRESIDE DR	RICHARDSON	TX
516 APOLLO RD	LIEU ANNA JIN & CHI BINH LUC		407 KELLY CT	DUNCANVILLE	TX
409 FIRESIDE DR	STEPHENS BRANDON G		409 FIRESIDE DR	RICHARDSON	TX
303 HILLCREST AVE	DUBOSE RONALD & REBECCA		41 PARK PL	RICHARDSON	TX
411 INDUSTRIAL DR	SMR GROUP LLC	DEANS PLUMBING/MILLEN	411 INDUSTRIAL DR STE 1	RICHARDSON	TX
724 ROYAL CREST DR	WU KEHAN		412 BROADWAY STE A	COLUMBUS	GA
412 N BOWSER RD	FENG CHA USA LLC	OFFO LLC	412 N BOWSER RD	RICHARDSON	TX
413 FIRESIDE DR	RICE JOHN MILTON REVOCABLE TRUST		413 FIRESIDE DR	RICHARDSON	TX
415 N BOWSER RD	PITCOCK BOB R & PITCOCK BARBARA J	PITCOCK AUTOMOTIVE	415 N BOWSER RD	RICHARDSON	TX
320 N GLENVILLE DR	YBARRA ZOILA	VACANT	4175 MANORVIEW LN	MESQUITE	TX
420 N GROVE RD	ORTH FAMILY PARTNERSHIP LTD	GO INDUSTRIES	420 N GROVE RD	RICHARDSON	TX
950 N PLANO RD	CRAWFORD LOUISE HOLCOMB	BARN - VACANT LAND	420 WESTMORELAND ST	HOUSTON	TX
421 INDUSTRIAL DR	421 INDUSTRIAL LLC	DONALD E HARMAN CO C	421 INDUSTRIAL DR	RICHARDSON	TX
1710 FIRMAN DR	1710 FIRMAN OWNER LLC STE 225	SALON 1710/WILKINS GR	4245 N CENTRAL EXPY	DALLAS	TX
885 E COLLINS BLVD	885 EAST COLLINS OWNER LLC	KDL MEDICAL/NEW LIFE M	4245 N CENTRAL EXPY	DALLAS	TX
434 APOLLO RD	ALVARADO RAMON		434 APOLLO RD	RICHARDSON	TX
437 ROYAL CREST DR	KHAN OMER		437 ROYAL CREST DR	RICHARDSON	TX
325 HILLSIDE AVE	KELLY LIVING TRUST		4505 POMONA RD	DALLAS	TX
1820 N PLANO RD	QSR 30 LAND LLC	ARBYS	4515 LYNDON B JOHNSO	DALLAS	TX
1089 E COLLINS BLVD	EAST COLLINS L P % CRAIG FRANKS	AT&T SERVICES	4516 LOVERS LN PMB 282	DALLAS	TX

324 HILLSIDE AVE	DAM DIPSON		4601 FIREWHEEL DR	GARLAND	TX
323 HILLCREST AVE	TAM JEANNIE		4610 FIREWHEEL DR	GARLAND	TX
1141 MIDWAY DR	WSD ENTERPRISES		4707 ELSBY AVE	DALLAS	TX
308 HILLTOP AVE	308 HILLTOP LLC		4837 CYPRESS PT	FRISCO	TX
314 HILLTOP AVE	314 HILLTOP LLC		4837 CYPRESS PT	FRISCO	TX
316 HILLTOP AVE	316 HILLTOP LLC		4837 CYPRESS PT	FRISCO	TX
318 HILLTOP AVE	318 HILLTOP LLC		4837 CYPRESS PT	FRISCO	TX
500 APOLLO RD	POUSSON ERNA		500 APOLLO RD	RICHARDSON	TX
1720 N PLANO RD	VTR TWIN RIVERS LLC % VENTAS INC	TWIN RIVERS ASSISTED LIV	500 N HURSTBOURNE PKV	LOUISVILLE	KY
501 FIRESIDE DR	PRIDE JANET L		501 FIRESIDE DR	RICHARDSON	TX
501 INDUSTRIAL DR	CWBC PROPERTY LLC DBA CHANG & CHEN PROPERT	OMNI AUTO PARTS > 50% L	501 INDUSTRIAL DR STE 1	RICHARDSON	TX
606 E ARAPAHO RD	RK HALL LLC	TXI	5020 SE LOOP 286	PARIS	TX
503 FIRESIDE DR	LESTER KIMBERLY R & WILLIAM C BOOKER		503 FIRESIDE DR	RICHARDSON	TX
1776 JAY ELL DR	WICKHAM FAMILY LIVING TRUST	ECHO	504 COX DR	IRVING	TX
505 FIRESIDE DR	MORROW REVOCABLE LIVING TRUST AGREEMENT		505 FIRESIDE DR	RICHARDSON	TX
506 APOLLO RD	HOOD BRAD & JENNIFER		506 APOLLO RD	RICHARDSON	TX
507 FIRESIDE DR	PARK CHONG O & DAE H		507 FIRESIDE DR	RICHARDSON	TX
507 ROYAL CREST DR	HERON MICHELLE A		507 ROYAL CREST DR	RICHARDSON	TX
509 FIRESIDE DR	WHANG JONG S LIFE ESTATE		509 FIRESIDE DR	RICHARDSON	TX
509 ROYAL CREST DR	POOLE JOSHUA L & HANNAH L		509 ROYAL CREST DR	RICHARDSON	TX
510 APOLLO RD	ZHANG SALLY MELISSA & LIEU LINDA & SUANG ZHANG		510 APOLLO RD	RICHARDSON	TX
511 FIRESIDE DR	SPANIER HERBERT & MARY LIFE EST		511 FIRESIDE DR	RICHARDSON	TX
512 APOLLO RD	YANG CHIN LUNG & CHIU HSIA		512 APOLLO RD	RICHARDSON	TX
513 FIRESIDE DR	LUU HOA BI		513 FIRESIDE DR	RICHARDSON	TX
513 ROYAL CREST DR	CUNEO ELSA LOAYZ		513 ROYAL CREST DR	RICHARDSON	TX
514 APOLLO RD	ELIAS TAMALA JANE & MARIO P ELIAS		514 APOLLO RD	RICHARDSON	TX
436 APOLLO RD	DALLAS BUDDHIST ASSN		515 APOLLO RD	RICHARDSON	TX
515 FIRESIDE DR	PATEL FARHAT & JET MOHAMED SUHIL `		515 FIRESIDE DR	RICHARDSON	TX
515 ROYAL CREST DR	BENNETT JULIE		515 ROYAL CREST DR	RICHARDSON	TX
518 APOLLO RD	YOUNG BRANDON & ANGELA		518 APOLLO RD	RICHARDSON	TX
519 ROYAL CREST DR	REZVANI PARMIS & REZVANI PARHAM		519 ROYAL CREST DR	RICHARDSON	TX
520 APOLLO RD	GONZALEZ OSCAR A		520 APOLLO RD	RICHARDSON	TX
521 ROYAL CREST DR	CHAMPAGNE EUGENE R & BECKY		521 ROYAL CREST DR	RICHARDSON	TX
522 APOLLO RD	GARCIA MANUELA		522 APOLLO RD	RICHARDSON	TX
524 APOLLO RD	DU JUAN & WANG TAO		524 APOLLO RD	RICHARDSON	TX
525 ROYAL CREST DR	QUADRINI SUSAN M & JEFFREY H RODDY		525 ROYAL CREST DR	RICHARDSON	TX
526 APOLLO RD	RANGEL JUAN J &CONCEPCION		526 APOLLO RD	RICHARDSON	TX
527 ROYAL CREST DR	BURKHALTER RACHEL		527 ROYAL CREST DR	RICHARDSON	TX
528 APOLLO RD	TRAN NGUYEN		528 APOLLO RD	RICHARDSON	TX
529 ROYAL CREST DR	WEBSTER MEGAN L		529 ROYAL CREST DR	RICHARDSON	TX
530 APOLLO RD	WADE PATRICK		530 APOLLO RD	RICHARDSON	TX
532 APOLLO RD	OBACH MICHELLE & STEEBER HANNA		532 APOLLO RD	RICHARDSON	TX
533 ROYAL CREST DR	BRONSON CYNTHIA		533 ROYAL CREST DR	RICHARDSON	TX
534 APOLLO RD	LARA VICTOR A		534 APOLLO RD	RICHARDSON	TX
537 ROYAL CREST DR	JOHNSTON CONNIE S LIFE ESTATE		537 ROYAL CREST DR	RICHARDSON	TX
536 APOLLO RD	PSALMS VIETNAMESE ALLIANCE CHURCH		538 APOLLO RD	RICHARDSON	TX
539 ROYAL CREST DR	BREWSTER BARBARA		539 ROYAL CREST DR	RICHARDSON	TX
541 ROYAL CREST DR	TEFFERA AYAT HUSSEIN		541 ROYAL CREST DR	RICHARDSON	TX
1001 E ARAPAHO RD	BAYANEST HOLDINGS LLC	LEEMAH ELECTRONICS	5412 GREGORY LN	PARKER	TX
608 APOLLO RD	LIN LIN & LI QI HONG		5529 GLENSCAPE CIR	PLANO	TX
1050 N CENTRAL EXPY	TRIANGLE 75 LTD STE 309	TEN 50 BBQ	5600 W LOVERS LN	DALLAS	TX
1300 INTERNATIONAL PK	SALTRICHARDSON CAMPUS INVESTORS LLC	PCI HEALTH TRAINING CEN	5844 PARADISE POINT DR	PALMETTO BAY	FL
1201 W EXECUTIVE DR	2010 SANDERS DYNASTY TRUST	JUNIOR ACHIEVEMENT BU	5905 CLUB OAKS DR	DALLAS	TX
955 E CAMPBELL RD	EF PROPERTIES ONE LP	CAMPBELL SQUARE	5910 N CENTRAL EXPY STE	DALLAS	TX
634 ROYAL CREST DR	MARKOW DYLAN VON & FOWLER PETER DANIEL		5930 N JIM MILLER RD	DALLAS	TX
1350 N GREENVILLE AVE	1350 GREENVUE LLC	GREENVUE	5930 ROYAL LN STE E204	DALLAS	TX
624 ROYAL CREST DR	THUONG & PHUONG LLC		6007 CANYON SPRINGS R	DALLAS	TX
1705 N GREENVILLE AVE	RICHARDSON ALMA LLC ATTN BRIAN KELLEY	MALLORY EASTSIDE	601 N MESA ST STE 1900	EL PASO	TX
601 N PLANO RD	TONNU PROPERTIES LLC	CREDIT UNION OF TEXAS	601 N PLANO RD	RICHARDSON	TX
713 ROYAL CREST DR	MOHAMMED FAHAD & ANSARI MARIYAM		605 CARLETON DR	RICHARDSON	TX
705 N BOWSER RD	M REYNOLDS PPTIES LTD % MERION B REYNOLDS	REYNOLDS BUSINESS PAR	605 N BOWSER RD	RICHARDSON	TX
1810 N PLANO RD	TEXAS HEALTH RESOURCES SYSTEM	NEXTCARE URGENT CARE	612 E LAMAR BLVD FL 6	ARLINGTON	TX
616 RORARY DR	LEMUS JOSE MARIA R & GABRIELA P A AREVALO EFRAIN GARCIA		616 RORARY DR	RICHARDSON	TX

616 ROYAL CREST DR	RICHARD G H & BEAU SELDEN		616 ROYAL CREST DR	RICHARDSON	TX
617 RORARY DR	UGALDE CAYETANO B & RACHEL		617 RORARY DR	RICHARDSON	TX
700 CAMPBELL RD	SHOPS AT EASTSIDE LLC NO 104	EASTSIDE RETAIL/OFFICE	6220 CAMPBELL RD	DALLAS	TX
626 N INTERURBAN ST	QFAS LLC	QUALITY AUTOMOTIVE REF	626 N INTERURBAN ST	RICHARDSON	TX
312 HILLTOP AVE	BASILONE INVESTMENTS LLC C/O JOHN BASILONE		627 E WALNUT CIR	GARLAND	TX
201 E ARAPAHO RD	YANG YUEH SAM & LAURA YANG REAL ESTATE LP	GALAXY FIBER OBTICS AN	6335 PINEVIEW RD	DALLAS	TX
642 N INTERURBAN ST	1140 W MAIN LLC	TEXAS PLUMBING	642 N INTERURBAN ST	RICHARDSON	TX
320 HILLTOP AVE	DRENTLAW HOLDINGS LLC		642 N INTERURBAN ST	RICHARDSON	TX
640 N INTERURBAN ST	SMEETON ANDREW & MARINA	C C WHOLESALE	648 N INTERUBAN ST	RICHARDSON	TX
1400 E CAMPBELL RD	ISP CAMPBELL WASH LLC	CARMEL CAR WASH	6501 ELDORADO PKWY	MCKINNEY	TX
1710 N PLANO RD	MURPHY INVESTMENTS GROUP LLC	VACANT	6704 CHESWICK CT	PARKER	TX
1115 COMMERCE DR	ACME GROUP INC	LAND ONLY	6713 LEVELLAND RD	DALLAS	TX
310 N GLENVILLE DR	TUZER DANCENTER	TUZER DANCENTER	675 WINNINGKOFF RD	ALLEN	TX
1801 N GLENVILLE DR	SGS NORTH AMERICA INC	GLENVILLE CENTER/EMC	6755 MISSISSAUGA RD #2	MISSISSAUGA 651 7Y	NA
1851 N GREENVILLE AVE	POST APARTMENT HOMES LP % MAA SCHINDLER	POST EASTSIDE APT	6815 POPLAR AVE STE 50	GERMANTOWN	TN
801 MIDWAY DR	LUONG JOE		683 E MUIRFIELD RD	GARLAND	TX
327 EDGEHILL BLVD	LUONG KEN MY		683 E MUIRFIELD RD	GARLAND	TX
700 INTERNATIONAL PKW	CIP TELECOM CORRIDOR LLC	700 INTERNATIONAL PKW	700 INTERNATIONAL PKW	RICHARDSON	TX
800 E ARAPAHO RD	ARAPAHO SQUARE LTD	CORPORATE SQUARE RET/	7005 CHASE OAKS BLVD S	PLANO	TX
702 N PLANO RD	ZABIDI ZHARIFF		702 N PLANO RD	RICHARDSON	TX
707 E ARAPAHO RD	LEGACYTEXAS BANK	LEGACY BANK	7031 SNIDER PLZ	DALLAS	TX
704 N PLANO RD	MINNIS JACOB		704 N PLANO RD	RICHARDSON	TX
613 ROYAL CREST DR	QUENTIN RENLY ASSOCIATES LLC		7044 ROYAL LN	DALLAS	TX
706 N PLANO RD	PANTHEE JWALANTA		706 N PLANO RD	RICHARDSON	TX
708 N PLANO RD	PATEL KAJAL		708 N PLANO RD	RICHARDSON	TX
712 N PLANO RD	BAYINDIR KADIR & KHALID NADIA		712 N PLANO RD	RICHARDSON	TX
714 N PLANO RD	ATLURI VENKATA RAMANA & SUMITHA		714 N PLANO RD	RICHARDSON	TX
718 N PLANO RD	DANDA SRINIVAS & RATNA S		718 N PLANO RD	RICHARDSON	TX
721 ROYAL CREST DR	WILLIAMS ARLENE		721 ROYAL CREST DR	RICHARDSON	TX
722 ROYAL CREST DR	WELDESEMAYAT DANIEL & DEGEFU MEKDES H		722 ROYAL CREST DR	RICHARDSON	TX
723 ROYAL CREST DR	YANG LIN & CHIANG WILLIAM		723 ROYAL CREST DR	RICHARDSON	TX
400 N GROVE RD	AJM NICHOLSON ENTERPRISES INC	GEO SHACK	725 W COLORADO BLVD	DALLAS	TX
726 ROYAL CREST DR	DAGHER LAYTH		726 ROYAL CREST DR	RICHARDSON	TX
601 ROYAL CREST DR	FERNANDEZ PPTIES INC		7303 SPINNAKER CT	NAVARRE	FL
1840 N PLANO RD	GROWCAP LLC	FISH SHACK	7530 FITCHBURG AVE	GARLAND	TX
508 APOLLO RD	PERENGKUAN LILYANNE		7543 188TH ST	FRESH MEADOWS	NY
531 ROYAL CREST DR	DODSON KELLIE A		7608 N RICHLAND BLVD	N RICHLND HLS	TX
1201 E CAMPBELL RD	QORVO TEXAS LLC ATTN: TREASURY DEPT	CAMPBELL COMMONS - Q	7628 THORNDIKE RD	GREENSBORO	NC
1401 N PLANO RD	31009 SAN ANTONIO REALTY LP	AIR SYSTEM COMPONENTS	77 SEACAPE DR	MUIR BEACH	CA
777 E CAMPBELL RD	TEXANS CREDIT UNION	TEXANS CREDIT UNION	777 E CAMPBELL RD	RICHARDSON	TX
1761 JAY ELL DR	TIME WARNER CABLE TEXAS LLC % REAL ESTATE DEPT	TELECABLE OF RICHARDS	7820 CRESCENT EXECUTI	CHARLOTTE	NC
1251 DIGITAL DR	RENEGADES HOLDING GROUP LLC	SOCCER SPECTRUM	7821 KILBRIDE LN	DALLAS	TX
1399 W EXECUTIVE DR	INTERNATIONAL CHEM CRETE CORPORATION	CHEM CRETE	800 SECURITY ROW STE 1	RICHARDSON	TX
312 OCEAN DR	HAMEED DAVID		8001 DAVIDSON DR	PLANO	TX
720 N PLANO RD	RESIDENCES ON DUCK CREEK TRAIL TOWNHOME ASSOCIATION INC		801 E CAMPBELL RD STE 6	RICHARDSON	TX
505 ROYAL CREST DR	HOANG TRI HONG & LINH MY DUONG		807 FLEMING TRL	RICHARDSON	TX
808 N GROVE RD	ENGLISH FAMILY LTD PS	ENGLISH COLOR & SUPPL	810 N GROVE RD	RICHARDSON	TX
1315 W EXECUTIVE DR	GOTSDINER ALEXANDER & INNA GOLDSHMID	NORTHRICH AUTOMOTIVE	8104 AMBIANCE WAY	PLANO	TX
302 HILLTOP AVE	GAFFAR MUSHTAQ		8162 EDGEFIELD CT	FRISCO	TX
1201 EXCHANGE DR	GREENBRIAR HOLDINGS DALLAS LTD	EXCHANGE PLAZA	8214 WESTCHESTER DR S	DALLAS	TX
800 N CENTRAL EXPY	800 N CENTRAL LP % BHA REAL ESTATE HOLDINGS LL	RELIABLE CHEVROLET	8333 ROYAL RIDGE PKWY	IRVING	TX
101 W ARAPAHO RD	ARAGREEN PROPERTIES LC % BHA REAL ESTATE HOL	VACANT/PARKING	8333 ROYAL RIDGE PKWY	IRVING	TX
701 E CAMPBELL RD	PINNACLE NORTH DALLAS LLC DBA PINNACLE ND HO	HILTON	8369 VICKERS ST STE 101	SAN DIEGO	CA
801 ALPHA DR	GSH 801 ALPHA LLC	ONE BOWSER BUSINESS P	843 CASTRO ST	MOUNTAIN VIEW	CA
990 N BOWSER RD	GSH 990 N BOWSER LLC	BOWSER TECH	843 CASTRO ST	MOUNTAIN VIEW	CA
845 E ARAPAHO RD	METALLURGICAL ENGINEERING SERVICES INC	METALLURGICAL ENGINEE	845 E ARAPAHO RD	RICHARDSON	TX
851 INTERNATIONAL PKW	CIP TELECOM CORRIDOR LLC	ECU-INTERNATIONAL PLA	851 INTERNATIONAL PKW	RICHARDSON	TX
855 E COLLINS BLVD	855 EAST COLLINS BLVD LLC	STALKER / APPLIED CONC	855 E COLLINS BLVD	RICHARDSON	TX
1125 E CAMPBELL RD	SRC CAMPBELL GLEN OWNER LP	CAMPBELL GLEN OFC BLD	898 N PACIFIC COAST HW	EL SEGUNDO	CA
899 E ARAPAHO RD	KINGS PRAISE CHURCH INTERNATIONAL INCORPORA	KINGS PRAISE CHURCH	899 E ARAPAHO RD	RICHARDSON	TX
900 N DOROTHY DR	CDS GLOBAL CLOUD CO LTD	DATA CENTER	900 N DOROTHY DR	RICHARDSON	TX
1301 E COLLINS BLVD	COLLINS SQUARE OFFICE LLC	COLLINS SQUARE	900 W BETHANY DR STE 1	ALLEN	TX
901 INTERNATIONAL PKW	CIP TELECOM CORRIDOR LLC	ECU-901 INTERNATIONAL	901 INTERNATIONAL PKW	RICHARDSON	TX

901 MIDWAY DR	WELLS JERRI D		901 MIDWAY DR	RICHARDSON	TX
1600 ALMA RD	TESS PARTNERS LTD	CAFE MAX	9023 CLAYCO DR	DALLAS	TX
905 MIDWAY DR	DELGADO GUSTAVO GUTIERREZ & COLUNGA KARINA	CONCEPCION	905 MIDWAY DR	RICHARDSON	TX
907 N BOWSER RD	RW SCOTT LLC	PETRI ELECTRIC	907 N BOWSER RD	RICHARDSON	TX
1122 ALMA RD	DIGITAL ALMA ROAD LP STE 250	MCI	907 SECURITY ROW	RICHARDSON	TX
908 QUALITY WAY	DIGITAL COLLINS 908 LP	DATA CENTER	907 SECURITY ROW STE 2	RICHARDSON	TX
904 QUALITY WAY	COLLINS TECHNOLOGY PARK PARTNERS LLC	CTP DATABANK	908 QUALITY WAY	RICHARDSON	TX
909 N BOWSER RD	ROCK CUTTERS LLC	GO INDUSTRIES INC	909 N BOWSER RD	RICHARDSON	TX
917 N BOWSER RD	KOOPA LINE HOLDINGS LLC	ECU-L&S PLUMBING	917 N BOWSER RD	RICHARDSON	TX
921 N BOWSER RD	SHERWOOD DALLAS COMPANY	SHERWOOD/DALLAS CO (	921 N BOWSER RD	RICHARDSON	TX
919 N BOWSER RD	TMC WAREHOUSE LLC	TEXAS INTERNATIONAL MC	930 N BOWSER RD	RICHARDSON	TX
1717 FIRMAN DR	ONYX BUSINESS CENTER LLC STE 900	TRILOGY CIRCUITS/ KLA TE	9330 LYNDON B JOHNSOI	DALLAS	TX
1130 E ARAPAHO RD	YWP HOLDINGS LLC	TWO RICHARDSON CENTE	959 E COLLINS BLVD	RICHARDSON	TX
959 E COLLINS BLVD	YWP HOLDINGS LLC	COLLINS III	959 E COLLINS BLVD STE	RICHARDSON	TX
970 SECURITY ROW	970 SECURITY ROW LLC	970 SECURITY ROW	970 SECURITY ROW STE 1	RICHARDSON	TX
750 E COLLINS BLVD	ONCOR ELECTRIC DELIVERY COMPANY LLC % STATE	TU ELECTRIC SWITCHING	PO BOX 139100	DALLAS	TX
400 INDUSTRIAL DR	STAF NORTH DALLAS REALTY I LP	MULTI TENANT	PO BOX 170446	DALLAS	TX
1220 E CAMPBELL RD	KENNINGTON CAMPBELL 2 LTD	1200 E CAMPBELL RD	PO BOX 192269	DALLAS	TX
	KANSAS CITY SOUTHERN RR	RAILROAD	PO BOX 219335	KANSAS CITY	MO
720 E ARAPAHO RD	MOUNTAINPRIZE INC	RACE TRAC	PO BOX 2437	SMYRNA	GA
500 E ARAPAHO RD	ARLINGTON ACQUISITION CO % DEPT-PT-TX-25627	VACANT	PO BOX 25025	GLENDALE	CA
1100 N CENTRAL EXPY	STORAGE TRUST PPTIES LP DEPT PT TX 28121	PUBLIC STORAGE	PO BOX 25025	GLENDALE	CA
1201 E ARAPAHO RD	MCI WORLDCOM NETWK SVCS % PPTY TAX DEPT- C2-	VERIZON	PO BOX 2749	ADDISON	TX
901 ALPHA RD	HONEYWELL INC	VACANT	PO BOX 5225	OAK BROOK	IL
1350 E ARAPAHO RD	REALTY INCOME TAXES % MARVIN F POER & COMPAN	NATIONAL TIRE BATTERY	PO BOX 52427	ATLANTA	GA
780 N GROVE RD	INTERNATIONAL SUPPLY REALTY COMPANY	NWS	PO BOX 542015	DALLAS	TX
1398 N PLANO RD	ENSERCH CORP % ATMOS ENERGY / PPTY TAX	VACANT	PO BOX 650205	DALLAS	TX
200 WOODALL DR	DALLAS AREA RAPID TRANSIT	DART RICHARDSON TRANS	PO BOX 660163	DALLAS	TX
1601 N PLANO RD	RAYTHEON E SYSTEMS INC ATTN: TAX DEPT M/S336	RAYTHEON ELCAN-TEXAS	PO BOX 660248	DALLAS	TX
331 EDGEHILL BLVD	WILKERSON GLORIA JEAN		PO BOX 662	VAN	TX
300 N PLANO RD	U S POSTAL SERVICE	POST OFFICE	PO BOX 667180	DALLAS	TX
102 E ARAPAHO RD	BIG DIAMOND INC ATTN REAL ESTATE DEPT	VALERO/SUBWAY	PO BOX 690110	SAN ANTONIO	TX
1776 N GREENVILLE AVE	TELECABLE OF RICHARDSON TAX DEPT	TIME WARNER CABLE	PO BOX 7467	CHARLOTTE	NC
1144 N PLANO RD	ARAPAHO ACE LTD LBLTY CO CRIS, INC./WHIGHAM C	ARAPAHO STATION	PO BOX 77832	FORT WORTH	TX
535 ROYAL CREST DR	MCCALLA CHARLES A EST OF		PO BOX 794806	DALLAS	TX
780 E CAMPBELL RD	TEXAS AM BANK RICHARDSON	CHASE	PO BOX 810490	DALLAS	TX
1050 GREENVILLE AVE	WOODALL JAMES KIRK % VENT A HOOD	VENT A HOOD	PO BOX 830426	RICHARDSON	TX
615 RORARY DR	FRAZIN LORRIE TRUSTEE		PO BOX 835684	RICHARDSON	TX
2002 PLANO RD	COMPASS BANK C/O INVOKE TAX PARTNERS	COMPASS BANK	PO BOX 850	AURORA	OH
1521 N GLENVILLE DR	BELSLEY OFFICE PARK	1521 GLENVILLE	PO BOX 851025	RICHARDSON	TX
903 MIDWAY DR	XIAO MING		PO BOX 851101	RICHARDSON	TX
701 N PLANO RD	HAZZANI LLC	PEACE ACADEMY ISLAMIC	PO BOX 853057	RICHARDSON	TX
405 N PLANO RD	RICHARDSON TRIDENT CO	TRIDENT CO	PO BOX 853900	RICHARDSON	TX
1600 N PLANO RD	GMY MANAGEMENT INC % KEY POINT MANAGEMENT I	COLLINS COURT RETAIL C	PO BOX 860512	PLANO	TX
1150 E ARAPAHO RD	1150 EAST ARAPAHO LLC	PILOT CATASTROPHE SER	PO BOX 91206	MOBILE	AL

Site Address	Owner Address				
800-810 N Plano Rd Duck Creek Condos	ROCKEFELLER CENTER	4400 KNIGHTSBRIDGE DR	MCKINNEY	TEXAS	750720000
	MCTV & ASSOCIATES LLC	16970 DALLAS PKWY STE 500	DALLAS	TEXAS	752481983
	ROCKEFELLER CENTER	4400 KNIGHTSBRIDGE DR	MCKINNEY	TEXAS	750720000
	PETHULAUCON LLC	720 WALLINGFORD LN	LEWISVILLE	TEXAS	750565666
	RYZOR LLC	3700 HACKBERRY LN	RICHARDSON	TEXAS	750822449
	ROCKEFELLER CENTER	4400 KNIGHTSBRIDGE DR	MCKINNEY	TEXAS	750720000
	PETHULAUCON LLC	720 WALLINGFORD LN	LEWISVILLE	TEXAS	750565666
	MARSHALL TAWANA COLEMAN	770 N PLANO RD UNIT 301	RICHARDSON	TEXAS	750812950
	AMOLI NAHID ASLANI	770 N PLANO RD UNIT 101	RICHARDSON	TEXAS	750812922
	ATLURI SUMITHA & VENKATA	160 PEACHTREE DR	COPPELL	TEXAS	750197967
	STANISIC NIKOLA & NATASA	770 N PLANO RD UNIT 103	RICHARDSON	TEXAS	750812945
	WAITSCHIES THOMAS WILLIAM	770 N PLANO RD UNIT 201	RICHARDSON	TEXAS	750812946
	WONG EDMUND KWOK CHUN &	770 N PLANO RD UNIT 203	RICHARDSON	TEXAS	750812948
	HA FUONG POI & DUONG TA	770 N PLANO RD UNIT 202	RICHARDSON	TEXAS	750812947
	CHEN JEAN YICHUN	770 N PLANO RD UNIT 302	RICHARDSON	TEXAS	750812954
	NEGUSSE MEDHANIE G	770 N PLANO RD # 303	FORNEY	TEXAS	751265322

ORDINANCE NO. 4604

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, BY AMENDING AND RESTATING IN THEIR ENTIRETY THE DEVELOPMENT AND USE REGULATIONS OF PD PLANNED DEVELOPMENT COLLINS/ARAPAHO TOD & INNOVATION DISTRICT FORM BASED CODE AS SET FORTH IN EXHIBIT "B" OF ORDINANCE NO. 4322, AND AS AMENDED BY ORDINANCE NO. 4537, SAID REGULATIONS RELATING TO THE DEVELOPMENT AND USE OF 1,144± ACRES GENERALLY BOUNDED BY CAMPBELL ROAD, PLANO ROAD, APOLLO ROAD, CENTRAL EXPRESSWAY, AND GREENVILLE AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND DEPICTED IN EXHIBIT "A-1" ATTACHED HERETO; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; REPEALING ORDINANCE NOS. 4322 AND 4537; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 26-18).

WHEREAS, the City Plan Commission of the City of Richardson and the governing body of the City of Richardson, in compliance with the laws of the State of Texas and the ordinances of the City of Richardson, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, the governing body, in the exercise of the legislative discretion, has concluded that the Comprehensive Zoning Ordinance and Zoning Map should be amended; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, THAT:

SECTION 1. The Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5th day of June, 1956, as heretofore amended, is further amended by amending and restating in their entirety as set forth in Exhibit "B", attached hereto and incorporated herein by reference the development and use regulations of PD Planned Development Collins Arapaho TOD & Innovation District Form Based Code as originally enacted and set forth in Exhibit "B" to Ordinance No. 4322, and amended by Ordinance No. 4537, said regulations being applicable to the development and use of

the 1,144± acres described in Exhibit "A", and depicted in Exhibit "A-1" attached hereto and incorporated herein by reference.

SECTION 2. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Richardson governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 3. If any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. Subject to and except to the extent provided in Section 4 of this Ordinance, Ordinance Nos. 4322 and 4537 are hereby repealed.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DULY PASSED by the City Council of the City of Richardson, Texas, on the 12th day of October 2026.

APPROVED:

_____
MAYOR

APPROVED AS TO FORM:

_____
CITY ATTORNEY
(kbl:10/1/2026:4901-5173-1925 v1)

CORRECTLY ENROLLED:

_____
CITY SECRETARY

EXHIBIT "A"
BOUNDARY DESCRIPTION
PD Planned Development - Collins/Arapaho TOD & Innovation District
Form Based Code
Zoning File 26-18
City of Richardson, Dallas County, Texas

BEING land situated in the Jesse N. Everett Survey, Abstract No. 0440, the Baurch Cantrell Survey, Abstract No. 0265, the Jacob C. Skiles, Abstract No. 1371, the William D. Reed Survey, Abstract No. 1255, the Lemuel Bess, Abstract No. 0087, the William Huges Survey, Abstract No. 0573, within the City of Richardson, Dallas County, Texas and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 1A, Block A of the Central Park Addition, said point being the south right-of-way line of E. Campbell Road (140 feet right-of-way);

THENCE, north to the center-line of E. Campbell Road for a corner;

THENCE, east an approximate distance of 4,110 feet along the center-line of E. Campbell Road to the center-line of N. Plano Road (140 feet right-of-way) for a corner;

THENCE, south an approximate distance of 10,720 feet along the center-line of N. Plano Road, to the center-line of Apollo Road (60 feet right-of-way) for a corner;

THENCE, west an approximate distance of 3,316 feet along the center-line of Apollo Road for a corner;

THENCE, south an approximate distance of 15 feet, departing the center-line of Apollo Road to the south right-of-way line of Apollo Road, said point also being the northeast corner of the boundary line of the Richardson East 1st Section Addition for a corner;

THENCE, west an approximate distance of 1,012 feet to the west right-of-way line of N. Bowser Road (80 feet right-of-way) for a corner;

THENCE, north an approximate distance of 15 feet to the southeast corner of Lot 1, Block A of the Bowser Commercial Park Addition) for a corner;

THENCE, west an approximate distance of 457 feet departing the west right-of-way line of N. Bowser Road along the south property line of Lot 1, Block A of the Bowser Commercial Park Addition to the southwest corner of said lot, said point being the east right-of-way of the Kansas City Southern Railroad (125 feet of right-of-way);

THENCE, west an approximate distance of 125 feet across the Kansas City Southern Railroad right-of-way to the west right-of-way of the Kansas City Southern Railroad, said point being the east property boundary line of the Richardson Terrance North Addition for a corner;

THENCE, north an approximate distance of 9187 feet along the west boundary line of the Richardson Terrance North Addition also being west right-of-way of the Kansas City Southern Railroad for a corner;

THENCE, west an approximate distance of 307 feet along the north boundary line of the Richardson Terrance North Addition also being the south property line of a portion of the Kansas City Southern Railroad right-of-way and Lot 3 and Lot 2 of the Justice Addition for a corner;

THENCE, south an approximate distance of 573 along the west boundary line of the Richardson Terrance North Addition also being the east property lines of Lot 2 and Lot 1 of the Justice Addition and the M. Hohner Subdivision to the center-line of Apollo Road (variable width right-of-way) for a corner;

THENCE, west an approximate distance of 260 feet along the center-line of Apollo Road, to the center-line of N. Grove Road (80 feet right-of-way);

THENCE, west an approximate distance of 1,631 feet along the center-line of Apollo Road to the west right-of-way line of N. Dorothy Drive (60 feet right-of-way) for a corner;

THENCE, north an approximate distance of 3,793 feet along the west right-of-way line of N. Dorothy Drive to the south right-of-way line of Hilltop Avenue (60 feet right-of-way) also being the northwest corner of the north boundary line of the Northern Hills Addition No. 2, for a corner;

THENCE, west an approximate distance of 897 feet along the south right-of-way line of Hilltop Avenue to the center-line of N. Greenville Avenue (100 feet right-of-way) for a corner;

THENCE, west an approximate distance of 50 feet from the center-line of N. Greenville Avenue to the west right-of-way line of N. Greenville Avenue also being the east property line of an unplatted tract of land (Dallas Area Rapid Transit right-of-way), for a corner;

THENCE, north an approximate distance of 793 feet along the west right-of-way line of N. Greenville Avenue; to the center-line of E. Arapaho Road (105 feet right-of-way), for a corner;

THENCE, west an approximate distance of 770 feet along center-line of E. Arapaho Road to the projected east right-of-way line of Central Expressway for a corner;

THENCE, the north an approximate distance of 142 feet to the southwest corner of Lot 1, Block 1 of the Arledge Addition, said point along being the east right-of-way line of Central Expressway);

THENCE, north an approximate distance of 2,192 feet along the east right-of-way of Central Expressway, to a point;

THENCE, north an approximate distance of 473 feet along the east right-of-way line of Central Expressway, also being the west property line of an unplatted tract of land (Dallas Area Rapid Transit right-of-way) for a corner;

THENCE, southeasterly across the said unplatted tract of land (Dallas Area Rapid Transit right-of-way), the right-of-way line of N. Greenville Avenue, to the southwest corner of Lot 4C, Block 3 of the Rockwell Addition, said point being east right-of-way of N. Greenville Avenue and the northwest corner of the right-of-way line of the Kansas City Southern Railroad;

THENCE, southeasterly an approximate distance of 135 feet along the north right-of-way line of the Kansas City Southern Railroad, also being the southeasterly property line of Lots 4C, Block 3 of the Rockwell Addition, for a corner;

THENCE, east an approximate distance of 978 feet along the south property line of Lots 4C, Block 3 of the Rockwell Addition also being the north property line of Lot 3A, Block 3 of the Rockwell Addition to the northeast corner of Lot 3A, Block 3 of the Rockwell Addition said point being the southeast corner of

Lot 4C, Block 3 of the Rockwell Addition, the northeast corner of Lot 3A, Block 3 of the Rockwell Addition and the west right-of-way line of Alma Road (80 feet right-of-way) for a corner;

THENCE, north an approximate distance of 669 feet along the west right-of-way line of Alma Road, also being the east property line of Lot 4C and Lot 5, Block 3 of the Rockwell Addition, to the north, southeast corner of Lot 5, Block 3 of the Rockwell Addition, said point being the southwest right-of-way line of E. Collins Boulevard (variable width right-of-way) for a corner;

THENCE, northwest an approximate distance of 12 feet for a corner, said corner being the north, northeast corner of Lot 5, Block 3 of the Rockwell Addition and the south right-of-way line of E. Collins Boulevard for a corner;

THENCE, west an approximate distance of 899 feet along the south right-of-way line of E. Collins Boulevard also being the north property line of Lot 5 and Lot 4C, Block 3 of the Rockwell Addition to the northwest corner of Lot 4C, Block 3 of the Rockwell Addition, said point being the east right-of-way of N. Greenville Avenue (110 feet right-of-way);

THENCE, west an approximate distance of 110 feet across N. Greenville Avenue to the west right-of-way line of N. Greenville Avenue, said point being the east property line of an unplatted tract of land (Dallas Area Rapid Transit right-of-way) for a corner;

THENCE, north an approximate distance of 1,028 feet along the west right-of-way line of N. Greenville Avenue also being the east property line of said unplatted tract of land (Dallas Area Rapid Transit right-of-way), to the south corner of Lot 3, Block A of the Eastside Phase 2 Addition;

THENCE, north an approximate distance of 1,451 feet along the west right-of-way line of N. Greenville Avenue also being the east property line of Lots 3, 1B and 2, Block A of the Eastside Phase 2 Addition, to the northeast corner of Lot 2, Block A of the Eastside Phase 2 Addition, said point being the southeast corner of Lot 5, Block A of the Eastside Addition;

THENCE, north an approximate distance of 743 feet along the west right-of-way line of N. Greenville Avenue also being the east property line of Lot 5 and Lot 4, Block A of the Eastside Addition, to the southeast corner of Lot 1A, Block A of the Central Park Addition, said point being the west right-of-way line of N. Greenville Avenue;

THENCE, northwest an approximate distance of 112 feet departing the west right-of-way line of N. Greenville Avenue along the southern property line of Lot 1A, Block A of the Central Park Addition, for a corner;

THENCE, west an approximate distance of 180.00 feet along the south property line of Lot 1A, Block A of the Central Park Addition, for a corner;

THENCE, north an approximate distance of 223 feet along the west property line of Lot 1A, Block A of the Central Park Addition to the **Point of Beginning,** said point being the northwest corner of Lot 1A, Block A of the Central Park Addition, and containing approximately 1,144 acres of land, more or less.

EXHIBIT "A-1"

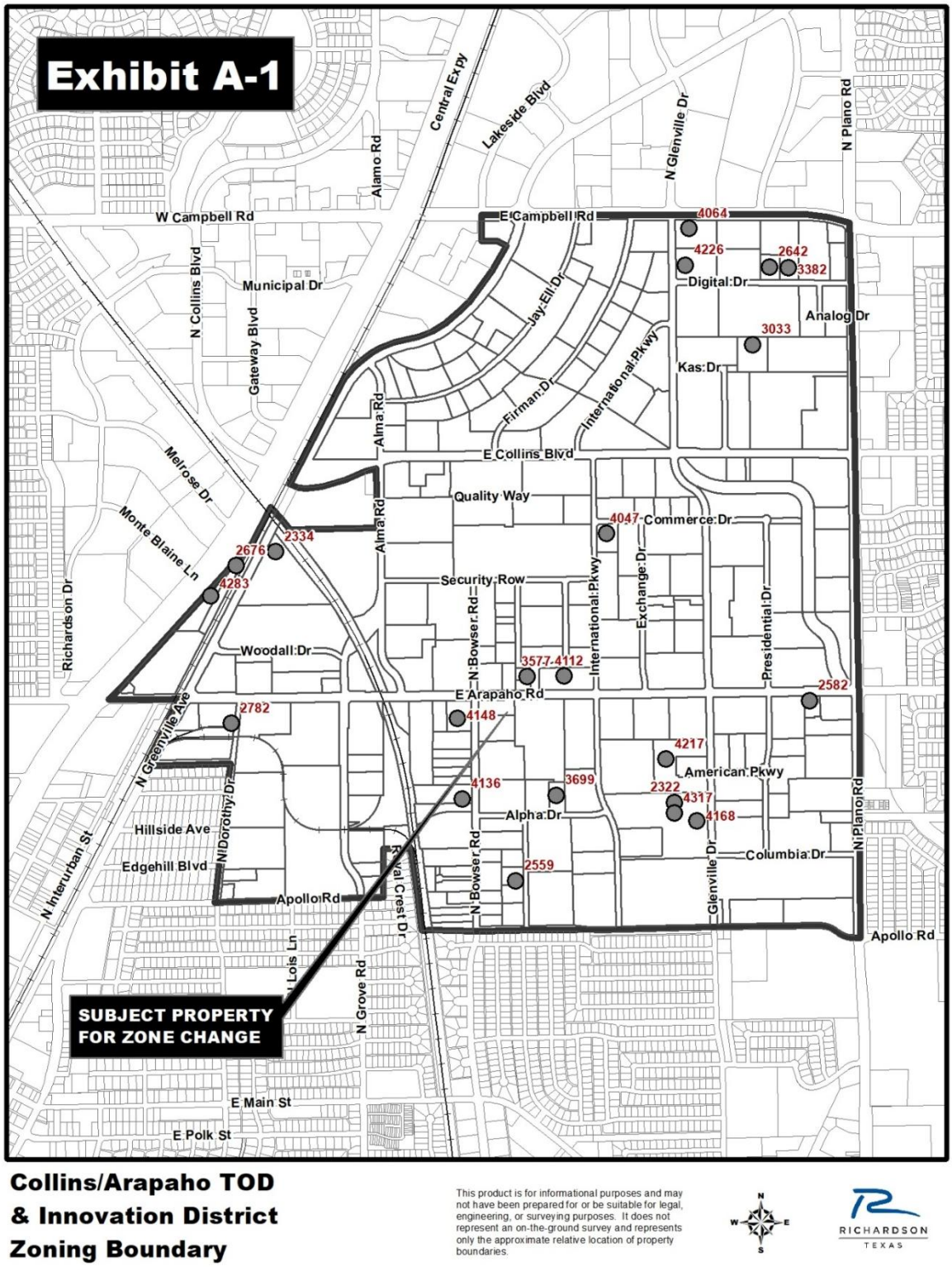

Exhibit A-1
W Campbell Rd
E Campbell Rd
Municipal Dr
N Collins Blvd
Gateway Blvd
Alamo Rd
Central Expy
Lakeside Blvd
N Glenville Dr
N Plano Rd
Digital Dr
Analog Dr
Jay Ell Dr
Kas Dr
Firman Dr
International Pkwy
Alma Rd
E Collins Blvd
Melrose Dr
Monte Blaine Ln
Quality Way
Commerce Dr
Exchange Dr
Security Row
Richardson Dr
Woodall Dr
N Bowser Rd
Presidential Dr
E Arapaho Rd
N Greenville Ave
American Pkwy
Hillside Ave
Alpha Dr
Columbia Dr
Edgehill Blvd
N Dorothy Dr
N Interurban St
Apollo Rd
Glenville Dr
Lois Ln
N Grove Rd
E Main St
E Polk St
SUBJECT PROPERTY FOR ZONE CHANGE
4064
4226
2642
3382
3033
4047
2334
2676
4283
3577
4112
2582
2782
4148
4217
4136
3699
2322
4317
4168
2559
Collins/Arapaho TOD
& Innovation District
Zoning Boundary
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
N
W
E
S
RICHARDSON
TEXAS

EXHIBIT "B"
PD PLANNED DEVELOPMENT
COLLINS/ARAPAHO TOD & INNOVATION DISTRICT FORM BASED CODE
(as Amended and Restated by Ordinance No. 4604 approved October 12, 2026)

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I. Overview of Code

A. Intent/Purpose

City of Richardson, Texas, Ordinance No. 4322, enacted on December 9, 2019, and as amended by Ordinance No. 4537, enacted on February 25, 2025, amended the Comprehensive Zoning Ordinance and the Zoning Map of the City of Richardson, Texas, relating to the use and development of 1,144 acres of land more or less described in Exhibit "A" attached to Ordinance No. 4604 and incorporated herein by reference ("the Property") establishes PD Planned Development Collins/Arapaho TOD & Innovation District Form Based Code (referred to herein alternatively as "the Code"). The Development Regulations of the Code have been amended and restated as set forth in this Exhibit "B" to City of Richardson, Texas, Ordinance No. 4604, enacted October 12, 2026.

The City of Richardson updated its Comprehensive Plan in 2009. An important component of that update was the identification of six geographic areas as "enhancement/ redevelopment areas." These areas were targeted for further, more detailed study to determine the most effective means to leverage reinvestment and foster their redevelopment.

In 2013, the City of Richardson took the first step to develop a reinvestment strategy for the East Arapaho/Collins area, which was identified as one of the six enhancement/redevelopment areas in the Comprehensive Plan. An East Arapaho/Collins Baseline Market Analysis was completed and addressed the underperforming industrial space in the study area, particularly the large quantity of older flex space. During this time, the area was experiencing a vacancy rate of approximately 21%.

As the market strengthened from the Great Recession in the early 2010s and the area vacancy rate decreased to 7.5%, the City revisited the area to set the stage for the next generation of innovation. In 2018, City Council initiated the Collins/Arapaho Transit-Oriented Development (TOD) and Innovation District Study to develop a vision, goals and strategies for the District. Extensive public outreach was conducted during this effort to develop the vision, which states: "The District will be the Premier Tech Hub in Texas". The resulting study laid out the foundation for this Form Based Code, establishing the following Sub-districts: Employment, Greenville, Station Area and Duck Creek. The vision for the District is that it will continue to be a center for innovation and technology; visually unique and green; lively and active; walkable and bikeable; with the Station Area serving as the primary gateway to the District.

This Code establishes rules and regulations that will deliver the intended form and character envisioned for the Collins/Arapaho TOD & Innovation District. The standards within the Code focus on allowing flexibility while encouraging a high-quality, legible public realm and providing predictability of the built environment consistent with the community's vision. The Code also provides for a well-connected pedestrian, bicycle and street network that builds on existing infrastructure and balances appropriate densities and uses for creating a vital urban environment. It protects the interests of existing businesses and business owners by limiting new non-conforming uses and providing additional land use entitlements to encourage reuse, reinvestment and activation of existing buildings.

The Code is supportive of regional transportation and mobility objectives by acknowledging that N. Plano Road, E. Campbell Road and E. Arapaho Road, will continue to function as a six-lane, regional arterial thoroughfares, even while being re-envisioned to support pedestrian oriented

needs within the Richardson community. Bicycle transportation is further supported by providing safer, alternate routes along N. Greenville Avenue, N. Glenville Drive, N. Bowser Road and Apollo Road, and enhancing existing bicycle facilities on E. Collins Boulevard and N. Grove Road/Alma Road. The Code also embraces transit-oriented development principles by transforming the built environment context around the DART Arapaho Center Station through increased density; diversity of land use types; and provision of safe, comfortable and attractive sidewalks, streets and connectivity to the rest of the District.

The Collins/Arapaho TOD & Innovation District Form Based Code applies to all land within each of the Employment, Greenville, Station Area and Duck Creek and Sub-districts exclusively.

B. Components of Code

The regulations within the Code related to each Sub-district contains text and graphics to promote a complete understanding of the standards and regulations required for each Sub-district which further promote the policies of the Collins/Arapaho TOD & Innovation District. These major components include:

1. A ***Regulating Plan*** that establishes regulations by street type and identifies how the lot relates to the public realm – the area between private properties within the right-of-way. The regulating plan also identifies general locations for special sites, public spaces, portal improvements and public parking, where applicable.
2. ***Building and Envelope Standards*** that are established to define the height and bulk of buildings and other site improvements within the form based Sub-district, in order to effectively regulate and maintain a cohesive and predictable urban form and public realm. The particular purpose of the Building and Envelope Standards is to assist property owners and land developers in understanding the basic form requirements which apply to a specific parcel of land that establish the basic parameters for building placement and form, building heights, use, parking and access, frontage types and block types.
3. ***Street Typology and Streetscape Standards*** which identify regulations within the public realm and right-of-way including vehicular lane widths, on-street parking, landscape/amenity zones to accommodate street trees and street furnishings, and minimum required sidewalks.
4. ***Architectural Standards*** which provides basic standards for treatments to walls, roofs, windows, doors and exterior lighting to create a pleasing and cohesive architectural character.
5. ***Mechanical, Service Areas and Utilities*** which provides standards that apply to loading areas, outdoor storage, roof-mounted equipment, dumpsters, and utility meters and other utility apparatus.

Additionally, sign standards, the development plan approval process and provisions related to non-conforming properties, as well as certain defined terms, are provided for in the ***Signage, Administration*** and ***Definitions*** sections of the Code, which are applicable to all four Sub-districts.

C. How to use the Code

The Code is separated into four distinct Sub-districts, each with their own land use regulations and development standards. The land uses for each Sub-district are allowed throughout the entire Sub-district, except in limited instances where specified in the Code. The development standards (also referred to as Building and Envelope Standards) for each property are determined based upon the property's street frontage as identified on the Sub-district regulating plan located in each Sub-district subsection. In order to determine what the Code allows on a property, follow these steps:

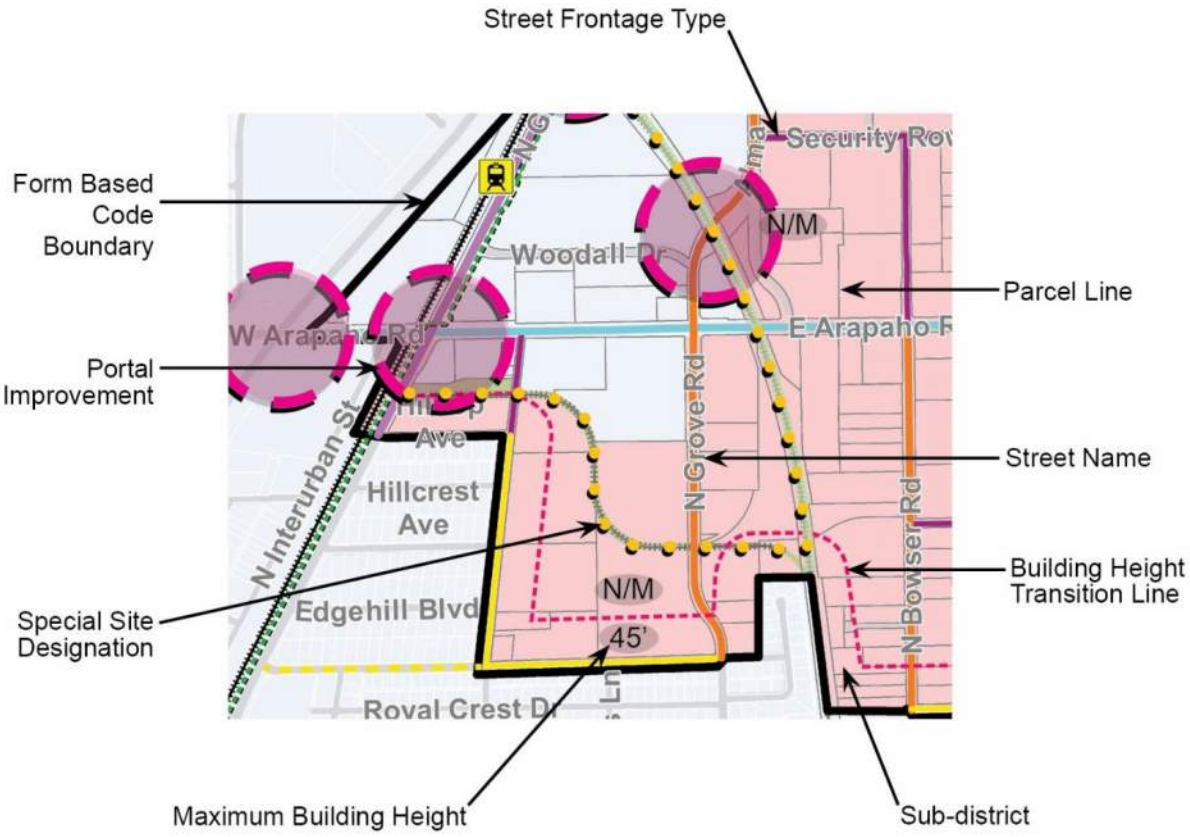
1. Use the Overall Sub-district Identifying Maps to locate the Sub-district of the property of interest (see page 5). Once the Sub-district has been determined, go to the corresponding Sub-district subsection of the Code as follows:
   Subsection II.A. Employment Sub-district
   Subsection II.B. Greenville Sub-district
   Subsection II.C. Station Area Sub-district
   Subsection II.D. Duck Creek Sub-district
2. Next, find the property on the ***Sub-district Regulating Plan*** to determine the street type designation that has been assigned to the street(s) adjacent to the property.
3. Review the appropriate regulations specific to the street type designation that apply to the property. Each Sub-district outlines the basic parameters for:
   a. ***Building and Envelope Standards*** on the site in terms of use, lot and block size, lot access, building height and placement, public and private open space, parking standards, and more.
   b. ***Street Typology and Streetscape Standards*** for requirements regarding the treatment of areas within the public right-of-way including vehicular lane widths, on-street parking, street tree planting areas, street furniture and minimum sidewalk requirements.
   c. ***Architectural Standards*** which outline the parameters for the external building materials and architectural configurations including walls, roofs, windows and doors.
4. Review the remainder of the Sub-district subsection for requirements related to ***Mechanical, Service Areas and Utilities***, as well as and ***Residential Zoning District Adjacency*** requirements that may be applicable to the property.
5. Review the ***Signage*** section of the Code (Section III) for information regarding allowable signage.
6. Review the ***Administration*** section of the Code (Section IV) for information regarding development plan approval process, and provisions related to non-conforming properties.

D. Understanding the Regulating Plan

The regulating plan identifies the specific framework of streets and blocks to which each section of the regulations applies. A street type for each street in each Sub-district is designated on the regulating plan which will correspond to a certain set of standards in Section II. Sub-districts.

The following graphic identifies the components of a regulating plan:

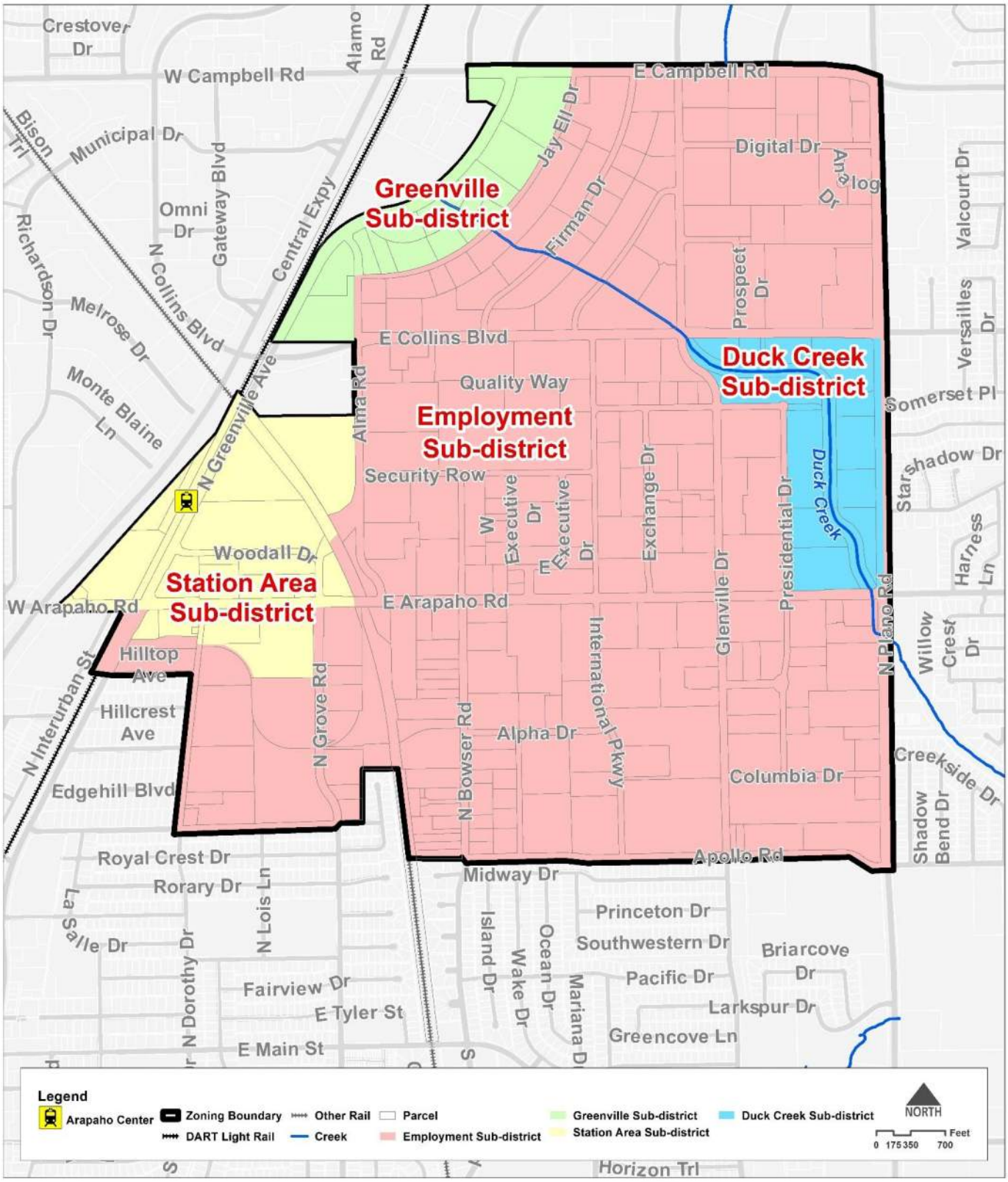
Regulating Plan Components



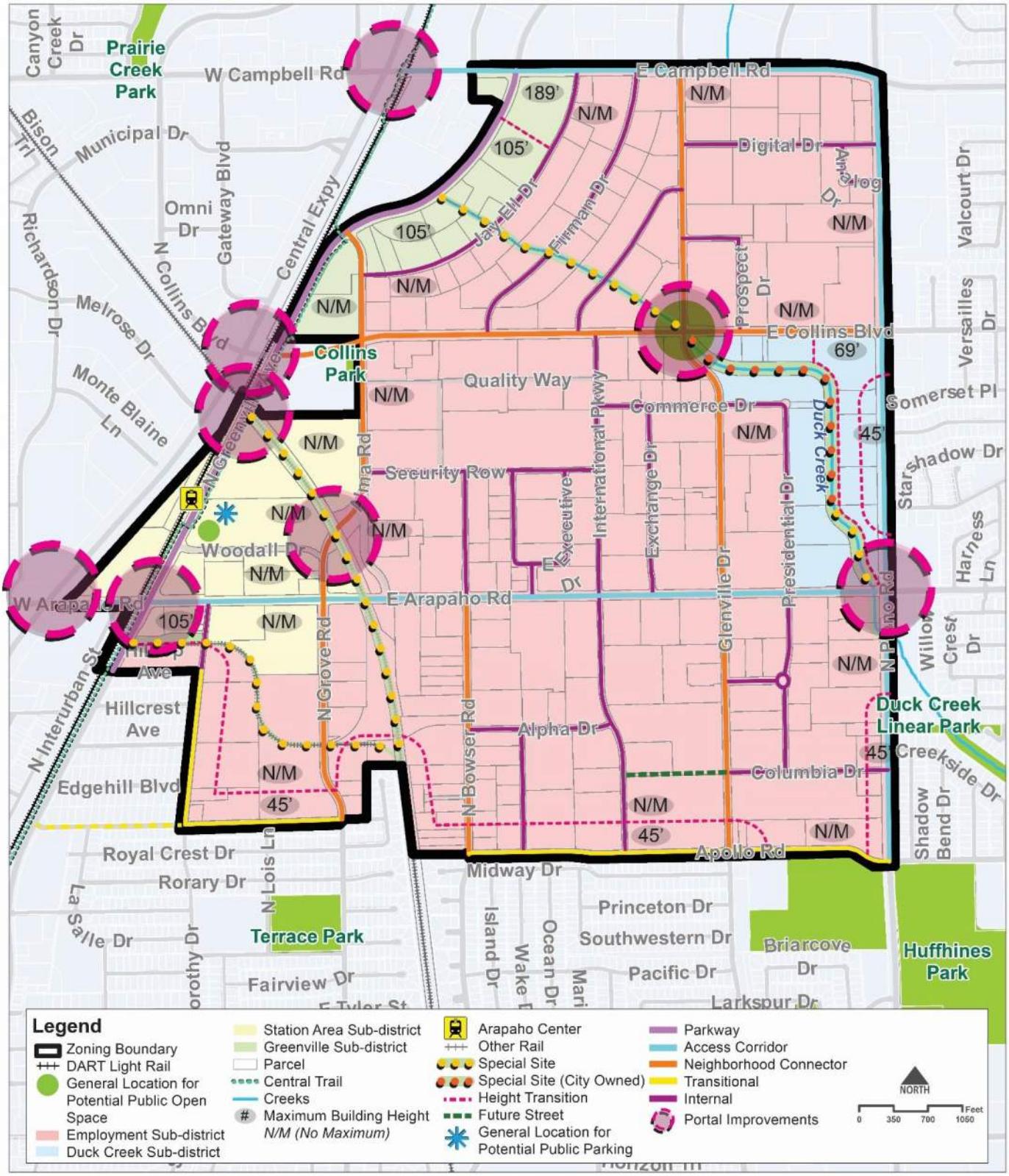
E. Regulating Plan/Sub-district Location

The graphics on the following pages identify the Overall Sub-district Regulating Plans for the entire Collins/Arapaho TOD & Innovation District four Sub-district area to show the overall relationship of each Sub-district to the other. Sub-district specific regulating plans are identified in each of the individual Sub-district subsections of the Code. These maps shall be made part of the City of Richardson Official Zoning Map.

Overall Sub-district Identifying Map – Collins/Arapaho TOD & Innovation Sub-districts



Overall Sub-district Regulating Plan – Collins/Arapaho TOD & Innovation Sub-districts



II. Sub-districts

A. Employment

The vision for the Employment Sub-district is to be a place for innovation, creativity and entrepreneurship in a vibrant, mixed use and highly amenitized district. This Sub-district will focus on adaptive reuse of existing buildings and targeted infill development that will maximize development potential and be an area for emerging and scaling companies and a job center for businesses of all types and sizes. While the focus of the Sub-district is adaptive reuse, new infill development is also desired provided that it is done in a manner that furthers the Sub-district's vision. Employment-generating uses are the primary focus of this sub-district, though allowances for residential adaptive reuse throughout the sub-district and Live/Work uses adjacent to Special Sites may be considered by Special Permit. Exterior building materials should promote design creativity envisioned for the Employment Sub-district, constructed of quality materials to minimize maintenance. Streetscape improvements may vary from minimal to more enhanced improvements where feasible and to improve the look and feel of the Sub-district. The reconstruction and redesign of streets shall continue to accommodate large trucks to accommodate distribution and manufacturing processes, while incorporating new pedestrian amenities and bicycle facilities on key streets where possible.

1. Regulating Plan

The Employee-Sub-district Regulating Plan on the following page shall apply to all properties within the Employment Sub-district.

a. Special Sites
   i. Within this Regulating Plan are "Special Sites" which identify various types of open spaces, activation or amenities for which a special development plan may be appropriate during development/redevelopment. This includes:
      a) Duck Creek: This active drainage channel traverses through the Greenville, Employment and Duck Creek sub-districts. This creek is envisioned to serve as a natural amenity with the encouragement of trail-oriented design for adjacent properties.
      b) Kansas-City Southern Railroad: This railroad connects the District to the University of Texas at Dallas. If this line were to become inactive, this railroad corridor is envisioned to become a key infrastructure, trail and/or transportation corridor between the District and the University.
      c) Abandoned Rail Spur: This spur, located south of E. Arapaho Road, is envisioned to serve as a key east-west trail connection with the encouragement of trail-oriented design for adjacent properties.
   ii. Live/Work uses are permitted by Special Permit for properties adjacent to "Special Sites".

b. Public Open Space
   i. Public open spaces are important for the quality of life of property owners and workers in the Employment Sub-district. The intent of public open spaces in the Employment Sub-district is recommended to:
      a) Provide easily accessible recreation areas and to provide visual breaks in the built environment.
      b) Create gathering spaces for residents, workers and visitors that are inviting to enhance the overall character of the Sub-district and serve a variety of users with passive and active recreational options.

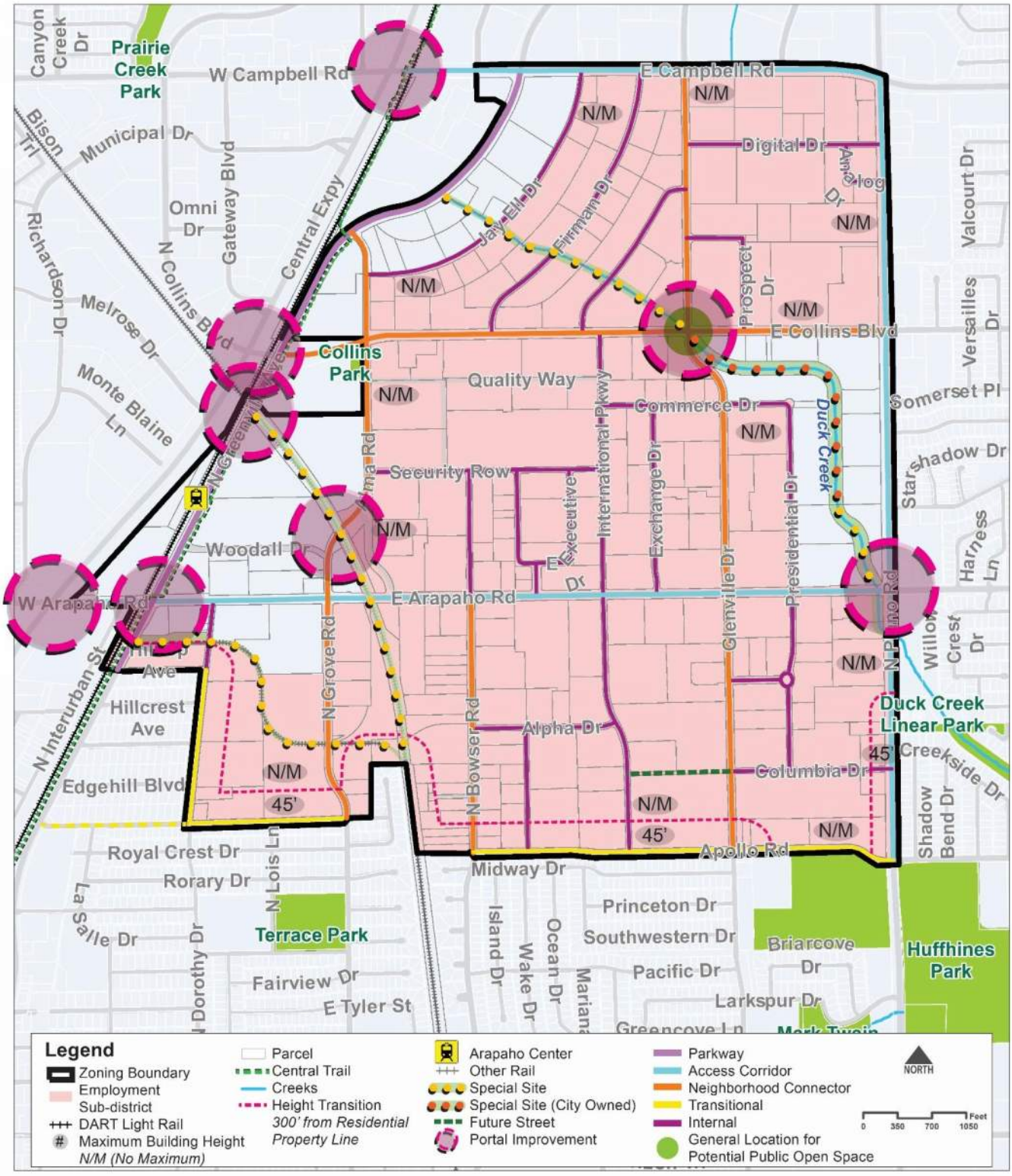
c) Promote connectivity within and through the Sub-district by including a greenway that connects to the various neighborhoods, areas, trails, and parks within and to the Innovation District.
d) Preserve prominent natural features that are valuable assets.
e) Accommodate placement of public art in accordance with the Richardson Public Art Master Plan.

ii. Public and private open space shall be provided in accordance with Subsection II.A.2.g., Landscaping and Open Space.
iii. The graphic on the following page identifies a recommended area for public open space in the Employment Sub-district. This location is conceptual only and represents an approximate location. Public open space may be accomplished through a public/private partnership. Incentives may be available to property owners who participate in a public/private partnership.

c. Portal Improvements

Portal Improvements are important features located around the Employment Sub-district intended to identify key entrances or nodes in this Sub-district. Portal Improvements can take a variety of forms including architectural features, signage, landscaping, or enhancements to existing bridge structures. At the time of development or redevelopment, properties within or adjacent to a Portal Improvement site will be evaluated on a case-by-case basis for potential inclusion of portal/entryway features. Portal Improvements on private property may be included as part of a site's landscaping and open space requirements listed in Subsection II.A.2.g., Landscaping and Open Space.

Employment Sub-district Regulating Plan



2. Building and Envelope Standards

The Building and Envelope Standards which regulate site improvements and land uses for properties within the Employment Sub-district are as identified on the following pages. The Building and Envelope Standards shall be used in accordance with the Employment Sub-district Regulating Plan and Street Typology and Streetscape Standards.

a. Use

i. The following uses are allowed in the Employment Sub-district as follows. Special Permit Uses shall require review and approval as per Article XXII-A, Special Permits, Richardson Comprehensive Zoning Ordinance, as amended or its successors. If a use is not specified in the table in this subsection, then the use is prohibited, and the Code must be amended in accordance with Article XXIX, Changes and Amendments, Richardson Comprehensive Zoning Ordinance, as amended or its successors, in order to allow such use.

Employment Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Use		
Residential		
Adaptive Reuse	S	See Subsection II.A.4.a.ii.a), Adaptive Reuse
Live/Work	S	See Subsection II.A.4.a.ii.b), Live/Work Live/Work uses are only permitted for properties adjacent to "Special Sites" as illustrated on the Employment Sub-district Regulating Plan
Non-Residential		
Ambulance Service	S	
Antenna, Accessory	P	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Antenna, Commercial	P	
Antenna, Commercial, in Excess of Three Antennas	S	
Antenna, Freestanding	P	
Antenna, Mounted	P	
Art Gallery	P	
Assisted Living Facility	S	
Bakery	P	
Bank or Financial Institution	P	
Barber or Beauty Salon	P	Skin and nail care as accessory use only.
Beer and Wine Package Sales - 75% or more Revenue from Sales of Beer and/or Wine	S	
Beer and Wine Package Sales - Less than 75% Revenue from Sales of Beer and/or Wine	P	

Employment Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Boarding Kennel	S	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Catering Service	P	
Child Care Center	S	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Church	P	
Collaborative Co-Working Space	P	
Commercial Entertainment, Indoor	S	
Commercial Entertainment, Outdoor	S	
Construction Field Office	P	
Contracting Operation	P	
Cultural/Community Center	P	
Data Center	P	
Distribution Center	P	
Drive-Through Facility (All Uses)	S	
Drone Operations and Maintenance Center	S	See Subsection II.A.4.a.ii.c), Drone Operations and Maintenance Center
Electrical Substation	P	
Event Center	S	
Fine Arts Studio	P	
Food Truck Park	S	
Fraternal Organization	P	
Health Club	P	
Helipad	S	
Hospital	S	
Hotel, Full Service	P	
Hotel, Other	S	
Independent Living Facility	S	
Large Scale Retail/Service Store	S	
Laundromat	S	
Laundry or Dry Cleaning Service	P	Not to exceed 6,000 SF per location.
Laundry Pick Up Station	P	
Mailing Service	P	
Manufacturing Facility	P	
Manufacturing Facility, Artisanal	P	
Manufacturing Facility, Heavy	S	

Employment Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Manufacturing High-Tech	P	
Martial Arts School	P	
Massage Establishment	S	
Microbrewery	P	See Subsection II.A.2.a.ii.d), Establishments Selling and/or Serving Alcoholic Beverages for On-Site Consumption, for exemption.
Mortuary or Funeral Home	S	
Motor Vehicle Body Shop	S	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Motor Vehicle Parts and Accessory Sales	P	
Motor Vehicle Repair Shop—Major	S	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Motor Vehicle Repair Shop—Minor	S	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Motor Vehicle Service Station, No Repair	S	
Motor Vehicle Storage Lot	S	
Nursery or Greenhouse	S	
Nursing or Convalescent Home	S	
Office	P	
Parking Garage	P	
Parking Surface Lot	S	
Parking Surface Lot or Garage - Municipal	P	
Performing Arts Center	S	
Pet Sales and Grooming	P	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Photography or Art Studio	P	
Print Shop, Major	P	
Print Shop, Minor	P	
Private Club	S	Subject to Chapter 4, Code of Ordinances, as amended or its successors.
Private Recreational Club	S	
Public Building	P	
Radio, Recording or Television Studio	P	

Employment Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Radio or Television Station	P	
Repair Shop, Household Items	P	
Repair Shop, Personal Items	P	
Research Laboratories and Facilities	P	
Restaurant with Curb Service	S	
Restaurant with Drive-Through Service	S	
Restaurant Without Drive-Through or Curb Service	P	
Retail Sales	P	
School, Parochial (Not Located on Same Lot as Religious Institution)	S	
School, Parochial (Located on Same Lot as Religious Institution)	P	
School, Private	S	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Self Service Warehouse	S	
Technical Training School	P	
Temporary open air market	S	Subject to Article VIII, Chapter 12 of Code of Ordinances of the City of Richardson, as amended.
University or College	P	
Veterinary Office	P	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Warehouse	P	
Wholesale Establishment	P	
Winery/Distillery	P	See Subsection II.A.2.a.ii.c), Establishments Selling and/or Serving Alcoholic Beverages for On-Site Consumption, for exemption.
Wrecker service	S	

ii. Additional Supplemental Use Requirements
   a) Adaptive Reuse
      Dwelling units located within approved adaptive reuse projects shall be a minimum of 500 square feet.
   b) Live/Work
      The business operated within the live/work shared space unit, where the residential and non-residential functions take place in an internally connected unit, may engage employees in the conduct of the business within the unit; however, if the owner of the business is not residing in the dwelling unit portion of the live/work unit, at least one full-time employee of the business must reside in the live/work unit. In no case shall the dwelling unit within the live/work unit be sold or rented separately from the non-residential area of the live/work unit.
   c) Drone Operations and Maintenance Centers must be located at least 300 feet from a single-family or multi-family residentially zoned property, measured in a straight horizontal line from the drone staging areas within the Drone Operations and Maintenance Center to the closest single-family residentially zoned property. All maintenance activities shall occur interior to the building and no equipment or appurtenant structures may extend more than 10 feet above the height of the primary structure where the Center is located.
   d) Establishments Selling and/or Serving Alcoholic Beverages for On-Site Consumption
      Establishments which sell and/or serve alcoholic beverages for on-site consumption shall be exempt from the zoning acreage requirements and number of establishments per acreage requirements as provided for in Section 4-7 (a) and (b), Chapter 4. Alcoholic Beverages, of the City's Code of Ordinances, as amended or its successors.

b. Lots/Blocks
   All lots shall have direct frontage to a street.

c. Access
   i. Alleys
      Alley construction shall conform to City of Richardson standards for alley construction to provide adequate space for emergency vehicles and service access.
   ii. Driveways
      a) A driveway is not required.
      b) For lots utilizing a driveway accessing the street, a continuous driveway shall not be permitted.
      c) Driveways shall be maximum thirty feet in width. Turning radii shall be as approved by the City Manager or designee.
      d) Driveways are limited to no more than one driveway per 150 feet of street frontage, measured at inside edge of driveway to inside edge of driveway at the right-of-way line. This spacing shall be required for driveways on the same platted lot and driveways between adjacent lots. A Minor Modification may be requested to this standard for properties with limited street frontage or in instances where existing driveways would preclude access to site.
      e) Shared driveways shall be provided, where feasible, to reduce the number of driveways along the street.

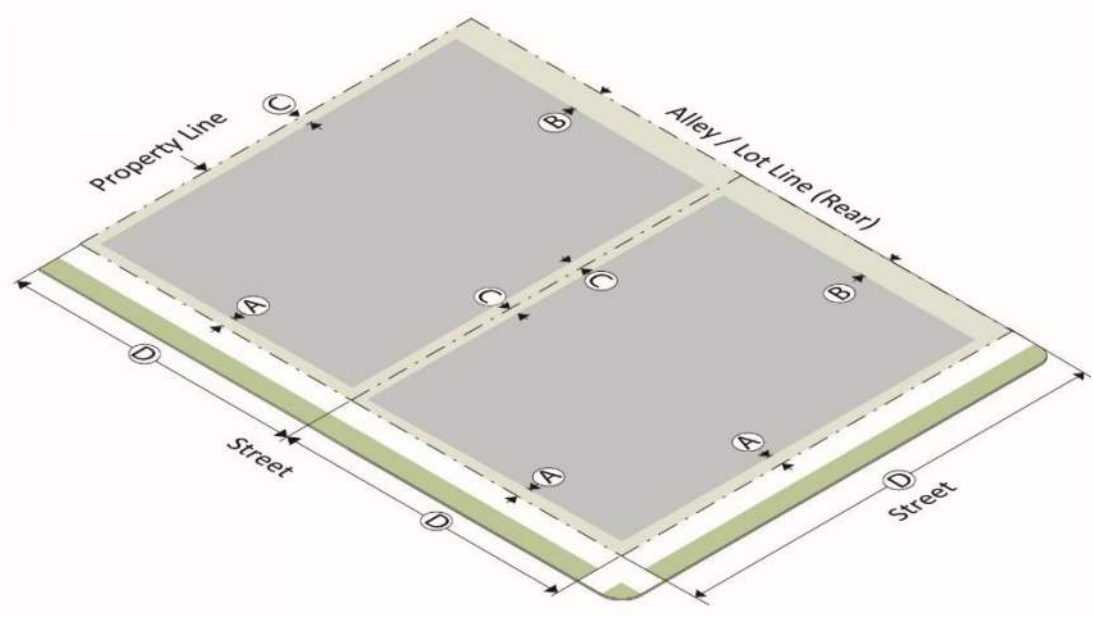
f) Driveways shall conform to City of Richardson standards for driveway construction.

iii. Sidewalks

a) Sidewalks shall be provided along all streets in accordance with the applicable Street Typology and Streetscape Standards for the Employment Sub-district (see Subsection II.A.3, Street Typology and Streetscape Standards), as well as conform to City of Richardson standards for sidewalk construction. Streets not identified on the Street Typology and Streetscape Standards for the Employment Sub-district shall comply with Section 21-45. Sidewalks of Chapter 21 Richardson Subdivision and Development Ordinance, as amended or its successors.

b) A sidewalk shall be constructed to permit pedestrian access from the street to the building, unless paved access is otherwise provided.

d. Buildings and Building Placement



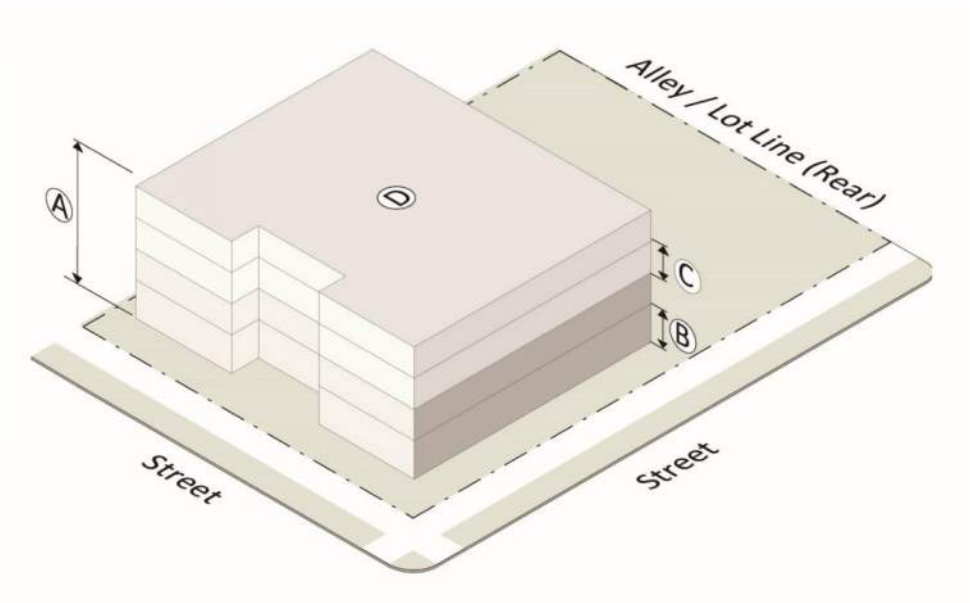
Employment - Building Placement by Street Type						
		Parkway	*Access Corridor*	*Neighborhood Connector*	*Transitional*	*Internal*
Ⓐ	Minimum Front Yard Setback	• Min. 10 feet	• None except 40 feet on N. Plano Road	• None	• Min. 40 feet	• None
Ⓑ	Required Rear Building Setback[1]	• None	• None except if building backs onto N. Plano Road, then 40 feet	• None	• None unless building backs onto Transitional Road, then 40 feet	• None

[1] Or as permitted by Building Code, whichever is greater.

Ⓒ	Required Interior Side Building Setback[1]	• None	• None	• None	• None	• None
Ⓓ	Building Frontage Buildout	• None	• None	• None	• None	• None

i. Multiple buildings shall be allowed on a lot provided that use of the buildings is permitted in Subsection 2.a., Use, and conform to the requirements of this Code.
ii. Accessory buildings are permitted as defined by the Richardson Comprehensive Zoning Ordinance and shall confirm to the setback and height requirements of this Sub-district.
iii. Building setbacks shall be measured from the property line and shall be provided in accordance with the requirements in the table in this subsection. The Building Frontage Buildout is the percentage of the lot width of where the principal building and/or parking garage shall be located at the front building setback closest to the street.
iv. Canopies, signs, awnings and balconies may encroach over the sidewalk where allowed by this Code. In no case shall an encroachment be located over an on-street parking or travel lane, nor shall the encroachment substantially interfere with street tree growth.

e. Height and Ground Floor Size
   i. Principal Buildings and Parking Structures
      a) There is no maximum height in the Employment Sub-district unless identified on the Employment Sub-district Regulating Plan. In such situations, the maximum height is identified in feet.
      b) Where applicable, the height of a building or parking structure shall be measured from at grade to the tallest projecting element on the building or parking structure as provided this subsection.
      c) Roof top seating areas shall be allowed on buildings. Shade structures, whether if freestanding or attached to the building, if provided, shall count towards the overall total building height.
      d) Mechanical equipment, including screening mechanisms as required in Subsection II.A.5.d., Roof-mounted Equipment, and elevator penthouses shall be excluded from calculating the height of a building or parking garage.
      e) Multi-story buildings can utilize any combination of height in feet per story as long as the overall height of the building does not exceed the maximum building height in feet for the number of stories proposed.
   ii. Accessory Buildings
   An accessory building shall not exceed fifteen feet in height.
   iii. Maximum Ground Floor Size
   There are no maximum ground floor size restrictions for the Employment Sub-district.



Maximum Building Heights		
Ⓐ	Principal Building fronting on:	
	Parkway	No maximum unless otherwise shown on regulating plan
	Access Corridor	
	Neighborhood Connector	
	Transitional	
Ⓑ	Ground Story	No maximum per story, however shall not exceed the total height identified on the regulating plan
Ⓒ	Subsequent Stories	
Maximum Building Ground Floor		
Ⓓ	Principal Building(s)	No maximum

f. Parking

i. Intent

The intent of this subsection is to:

a) Manage parking so that it is convenient, efficient and supports an active and vibrant business environment;

b) Provide flexibility in the leasing of allowed uses, reuse of properties and for redevelopment of sites; and

c) Encourage shared parking areas to meet the needs of multiple property owners and businesses.

ii. Shared and On-Street Parking

a) Shared parking is preferred. Centralized parking locations throughout the Employment Sub-district that permit people to park at convenient locations with ample parking to access multiple uses should be considered over individual parking areas on individual lots.

b) Shared parking areas shall be connected to businesses with paved and landscaped pedestrian walkways.

iii. Off-Street Parking Requirements

a) Required On-Site Spaces. The construction of any new building or expansion of gross square footage of an existing building shall be required to provide on-site parking in accordance with the parking requirements provided in the table below.

Use	**Parking Required**
Adaptive Reuse	No additional spaces required
Data Center	1.0 space per 5,000 square feet
Hotel	• 0.75 space per guest room for full-service hotel • 0.5 space per guest room for other hotels
Live/Work Unit	• 1.0 space per dwelling unit • Non-Residential parking shall be based on non-residential parking ratios
Industrial or Manufacturing Uses < 5,000 square feet	No spaces required
Industrial or Manufacturing Uses ≥ 5,000 square feet	1.0 space per 1,000 square feet above the first 5,000 square feet
Institutional or Assembly Uses	1.0 space per every 3 persons accommodated
Non-Residential Uses not Listed < 5,000 square feet	No spaces required
Non-Residential Uses not Listed ≥ 5,000 square feet	1.0 space per 500 square feet above first 5,000 square feet
Restaurants	1.0 space per 300 square feet

b) Parking spaces. Spaces shall be dimensioned and designed in accordance with the City's Parking Design Manual. Handicap accessible parking spaces shall be installed in accordance with State of Texas requirements.

c) On Street Parking. On-street parking, located on the adjacent street(s) for the width of the property, may be used toward satisfying on-site parking requirements (where allowed by the applicable Street Typology and Streetscape Standards).

d) Public and Shared Parking. A Minor Modification may be requested to allow credit for available public parking or a shared off-street parking facility on another lot within 600 feet of the subject property, regardless of the shared parking being located in another Sub-district, to apply towards on-site parking requirements.
e) Off-Street Bicycle Parking. Bicycle parking shall be provided in accordance with the City's Bicycle Parking Ordinance and/or Policy, as adopted.
f) Motor Vehicle Related Uses. Parking for motor vehicle inventory shall be provided on-site; however, a Minor Modification may be requested to allow parking for motor vehicle inventory off-site on private property in accordance with the following:
    1) Approval of a Special Permit has been granted, in accordance with Article XXII-A, Special Permits, Richardson Comprehensive Zoning Ordinance, as amended or its successors, for a Motor Vehicle Storage Lot;
    2) The off-site parking is available for use and is not counted towards satisfying parking requirements for another use;
    3) The off-site parking complies with landscaping requirements for surface parking lots in the Code (refer to Subsection II.A.2.f.v.c), Landscaping for Surface Parking); and
    4) The location of the off-site parking shall be designated on an approved site plan.

iv. Parking Structures
a) Parking structures shall not exceed the maximum building height as shown on the Employment Sub-district Regulating Plan.
b) Parking structures shall have a façade design similar to surrounding buildings along the street front. If possible, parking structures should be located behind buildings to minimize their visibility from adjacent streets.
c) Where a parking garage is located adjacent to a street:
    1) The parking structure facades shall be designed with both vertical (changes in planes, columns, pilasters, etc.) and horizontal (aligning with horizontal elements along the block) articulation and the building materials shall be compatible with the material of the building the parking structure serves.
    2) The parking structure shall be designed in such a way that motor vehicles and ramps on all parking levels are not visible from all adjacent public streets. Ramps shall not be located on the perimeter of the parking structure. Architectural screens shall be used to articulate the façade, hide parked vehicles, and shield the lighting inside the structure.
    3) Public art can be used as an effective screening device for the garage.
d) Off-street below-grade parking may be built to the property lines but must be designed to allow landscape planting at grade as required by the Employment Sub-district Street Typology and Streetscape Standards. No below-grade parking beneath a building shall be visible from the sidewalk or public open space.
e) Wayfinding signage should be provided to direct drivers to the parking structure.

v. Surface Parking

a) Off-street surface parking is preferred to be located behind or to the side of a building; however, where it is not feasible to locate parking behind the principal building, parking may be provided between the building and the street.

b) Adjacent to Special Sites
Off-street surface parking is prohibited along any Special Site identified on the Employment Sub-district Regulating Plan for new development or redevelopment scenarios, or when expanding existing parking. This includes the area between the principal building and any Special Site, extending the full width of the lot between side lot lines. A Minor Modification may be requested for lots one acre or smaller unless subdivided from a larger parent tract resulting in a lot of one acre or smaller.

c) Landscaping for Surface Parking
The parking lot shall be landscaped and screened in accordance with the landscaping requirements set forth this subsection when new development or complete redevelopment occurs or when existing parking is expanded.

1) Parking Lots Visible from Required Sidewalks
A minimum ten-foot wide landscape area shall be provided between the sidewalk and parking lot. A minimum one three-inch caliper shade tree at planting, selected from the plant list in Subsection II.A.3.d.vi., Plant List, shall be provided within this landscape area at an average spacing of thirty feet but in no case shall trees be placed greater than forty feet apart. Additionally, a solid evergreen shrubbery hedge shall be provided minimum 36-inches in height at planting, selected from the plant list in Subsection II.A.3.d.vi., Plant List, to screen vehicle headlights and undercarriage. In lieu of the required evergreen shrubbery hedge, a Minor Modification may be requested to allow for the following to screen vehicle headlights and undercarriage provided the screening element is a minimum thirty-six-inch tall:
(a) Retaining wall;
(b) Berming; or
(c) A combination of retaining wall, berming, and/or evergreen screening hedge.

2) Interior Parking Lot Landscaping
(a) Each row of parking shall be configured so that there is a minimum ten-foot-wide landscape island with each run of eight parking spaces. A parking island shall be required on the end of each row of parking.
(b) Minimum three-inch caliper shade trees at planting, selected from the plant list in Subsection II.A.3.d.vi., Plant List, shall be provided internal to the parking lot at a rate of one street tree for every six parking spaces.
(c) A concrete, pavestone or mulch strip the width of the vehicle overhang shall be provided for parking spaces adjacent to a landscape area. This strip shall be measured from the face of curb to the edge of the landscape area adjacent to the parking space.

(d) Diamond tree wells may be used for interior parking lot landscaping in lieu of subsections (a) and (c) above if the parking lot is completely integral and internal to a development project (e.g. surface parking lot is internal to and surrounded by buildings).

i. Diamond tree wells shall be provided throughout the parking lot at the rate of one diamond tree well for every ten parking spaces.

3) Additional Landscaping. Additional landscaping, where provided, such as shrubbery, ornamental trees and grasses, and groundcover/vines shall be selected from the plant list (Subsection II.A.3.d.vi., Plant List). Other materials may be used in combination with materials from the plant list, subject to landscape plan approval by the City.

4) Plant Health. All plant material shall be No.1 grade, free from plant diseases, have a healthy, normal root system, rounded branching pattern, and shall conform to the code of standards set forth in the current addition of the American Standard for Nursery Stock. Drought tolerant trees, plants and grasses are encouraged for meeting landscaping requirements.

5) Irrigation. Landscape material shall be irrigated by a mechanical underground system with operating rain and freeze sensors.

6) Maintenance

(a) The property owner is responsible for maintaining the landscape in accordance with the approved landscape plan and all irrigation systems shall be maintained and operable.

(b) Dying plant material, as determined by the City, shall be replaced in accordance with the approved landscape plan.

vi. Bicycle Parking. Bicycle parking shall be provided in accordance with the City's Bicycle Parking Ordinance and/or policy, as adopted.

g. Landscaping and Open Space

i. Application

a) Landscaping and open space requirements and landscape buffers shall apply to new development or a complete redevelopment scenario.

ii. On-Site Landscaping and Open Space Requirements

On-site landscaping and open space shall be provided to improve the overall appearance of the Sub-district and for the enjoyment of persons and employees within the Employment Sub-district.

a) A minimum 10% of the lot shall be landscaped. Surface parking landscaping and landscape buffers may be applied to meet this requirement.

b) Half of the overall required 10% site landscaping noted above in a) (i.e. minimum 5% of the lot) shall be publicly accessible open space. This space shall include amenities that are suitable for gathering or recreational activities.

1) Publicly accessible open space requirements noted above in b) do not apply to Data Center uses, adaptive reuse sites, or lots one acre or smaller unless subdivided from a larger parent tract resulting in a lot one acre or smaller.

c) Common outdoor space shall be appropriately designed for its public or private purpose. If designed for public use, it shall be highly visible from the public right-of-way and accessible to the general public. If designed solely for private use, it shall be centrally located and easily accessible to all individuals it is expected to serve.

d) A development plan (site plan or concept plan) may be required to demonstrate how the landscaping and open space requirement is being satisfied for an entire parent tract (development site).

iii. Landscape buffer for properties fronting streets designated as Parkway, Access Corridor, Neighborhood Connector, Transitional or Internal on the Employment Sub-district Regulating Plan shall provide a ten-foot wide landscape buffer, if one has not been provided as required in Subsection II.A.2.v.c).1). Parking Lots Visible from Required Sidewalks.

a) Within the required landscape buffer, a minimum one three-inch caliper shade tree at planting, selected from the plant list in Subsection II.A.3.d.vi., Plant List, shall be provided within this landscape area at an average spacing of thirty feet but in no case shall trees be placed greater than forty feet apart.

b) Alternative landscaping that meets the intent of the landscape buffer described above may be permitted for lots one-acre or smaller after review and approval by the city under Section IV.E, Minor Modification to Code.

c) Landscape buffer requirements do not apply to adaptive reuse sites.

3. Street Typology and Streetscape Standards

a. Intent

The Street Typology and Streetscape Standards provide for a cohesive streetscape along block faces, emphasizing the public realm with a consistent design theme throughout the Employment Sub-district and enhancing the physical relationship between buildings and their adjacent streets. The standards also seek to take into consideration reuse of existing buildings and new construction.

b. Street Standards

i. All streets shall conform to the provisions of the Code. The Street Typology Standards (street cross sections) and Streetscape Standards (prototypical streetscape plans) shall be used in accordance with the Employment Sub-district Regulating Plan. Refer to the regulating plan to identify the street name and type adjacent to the subject property and use the corresponding Street Typology and Streetscape Standards graphics on the following pages.

ii. The preferred condition identified in the Street Standards is required to accommodate street improvements to existing streets and for design of proposed streets. A Minor Modification may be requested for review and approval of any alternate street design less than the preferred design standards.

iii. Existing Streets. The regulating plan depicts existing streets within the Employment Sub-district. Unless determined otherwise by the City, at such time when properties adjacent to the existing streets develop and/or redevelop, the property owner shall, in accordance with the applicable Street Typology and Streetscape Standards and for the distance adjacent to the property dedicate to the City sufficient right-of-way (or equivalent) to accommodate the necessary street improvements. The City shall be responsible for constructing and maintaining the travel lanes, on-street parking, greenscape/furnishing zone including irrigation system and sidewalk improvements at such time when determined by the City.

iv. Proposed Streets – Not Shown on Regulating Plan. Should a property owner want to construct a new street on their property and said street is not shown on the Employment Sub-district Regulating Plan, the property owner shall:
   a) Design the street in accordance with one of the Street Typology and Streetscape Standards provided for in the Employment Sub-district Street Typology and Streetscape Standards (see graphics on the following pages);
   b) Construct the entire street section including travel lanes, on-street parking, greenscape/furnishing zone including irrigation system, and sidewalk improvements; and
   c) Dedicate a private street easement (or equivalent) that provides for vehicle and pedestrian public access. The property owner shall be responsible for maintaining the travel lanes, on-street parking, greenscape/furnishing zone including irrigation system, and sidewalk improvements required in a) and b) above. However, should the City decide to maintain the street improvements required in a) and b) above, then the property owner shall dedicate to the City sufficient right-of-way (or equivalent) to accommodate the street improvements.

v. All right-of-way dedication and street construction for all streets (existing and proposed) shall be in accordance with the City's Subdivision and Development Ordinance (Code of Ordinances, Chapter 21), as amended or its successors.

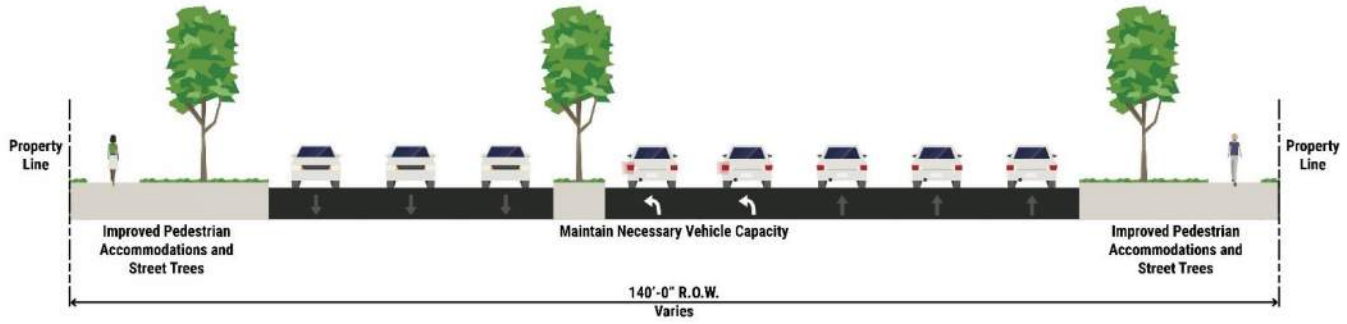
iv. Street Typology Standards (Street Cross Sections)

Access Corridor

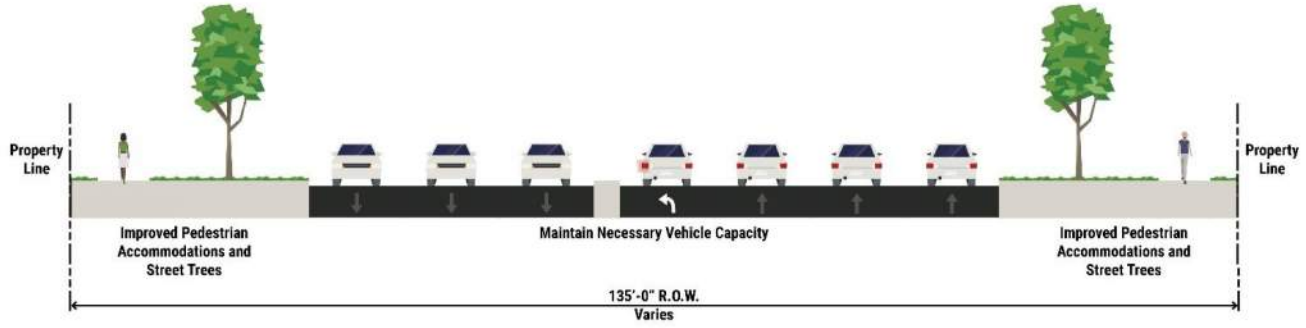
Typical Characteristics
- Vehicle capacity priority
- Limited pedestrian accommodations
- Limited right-of-way on most corridors

Design Options
- Wider sidewalks and pedestrian amenities
- Increased street trees and streetscaping where possible

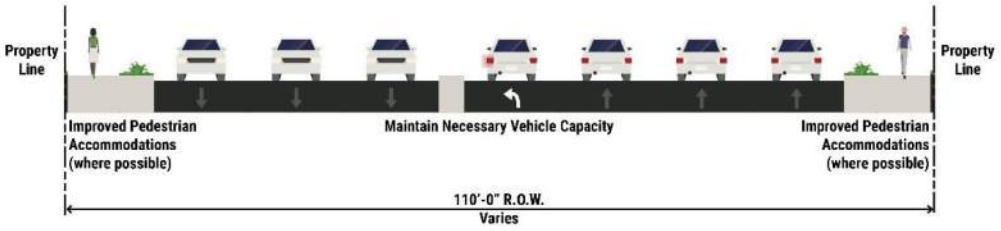
Campbell Road



Plano Road



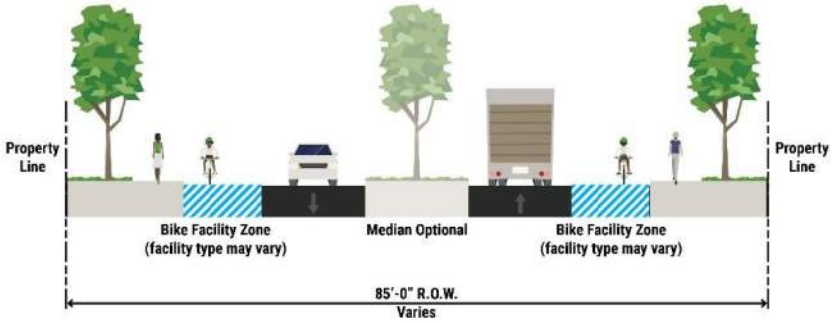
Arapaho Road



Neighborhood Connector

Typical Characteristics
- Lower vehicle capacity priority
- Balance between cross-district mobility and local access

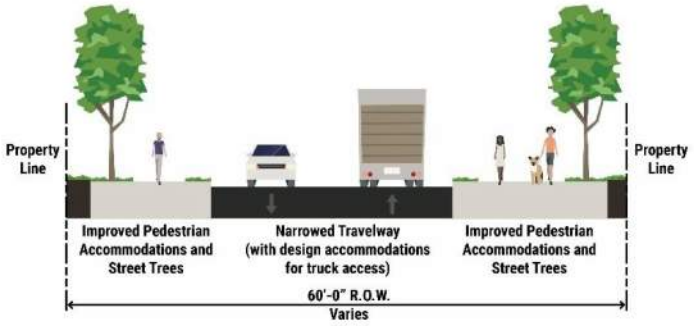
Design Options
- Increased bicycle and pedestrian separation from traffic
- Street trees where possible; could include landscaped median or midblock center islands
- Curb radii and intersection design to accommodate turning trucks



Internal

Typical Characteristics
- Wide travel lanes
- Limited pedestrian accommodations with some gaps

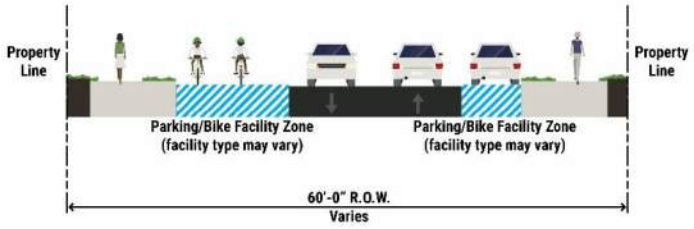
Design Options
- Wider sidewalks or shared-use paths
- Narrow travelway to increase street trees or other amenities to improve pedestrian comfort



Transitional

Typical Characteristics
- Transitional land use contexts between non-residential and residential
- Excess travelway width on some corridors

Design Options
- Repurpose travelway space for bikeway facilities or on-street parking, where appropriate



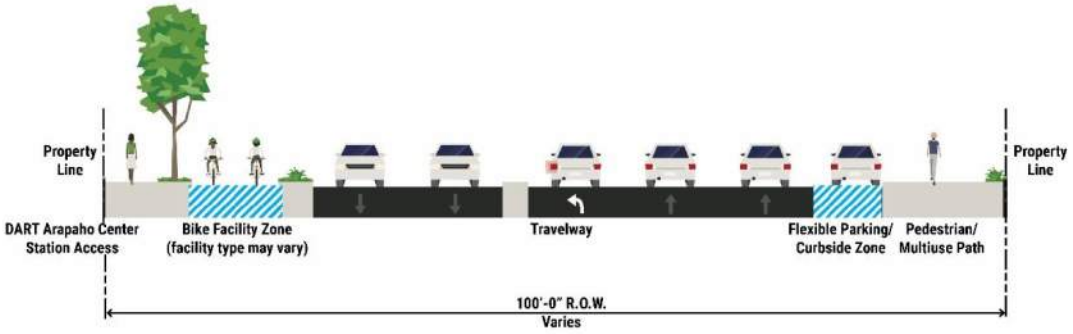
Parkway (Greenville Ave)

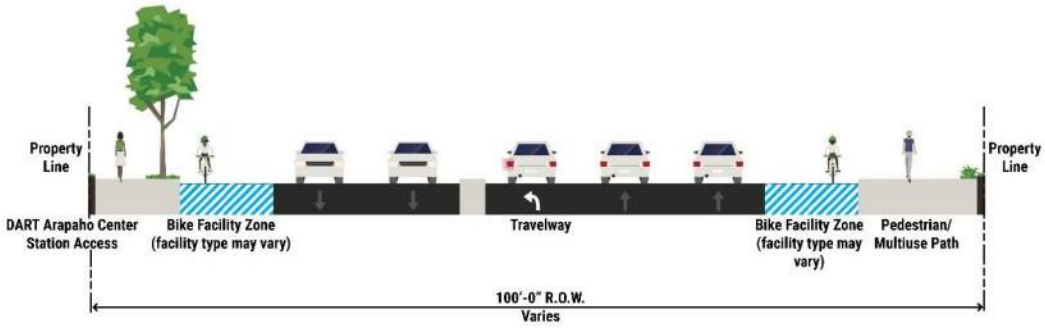
Typical Characteristics

- Excess travel lane capacity
- Transit-oriented context opportunities

Design Options

- Repurpose travelway space for bikeway and pedestrian crossing options
- Greater physical separation for bikeway from adjacent travel volume and speed





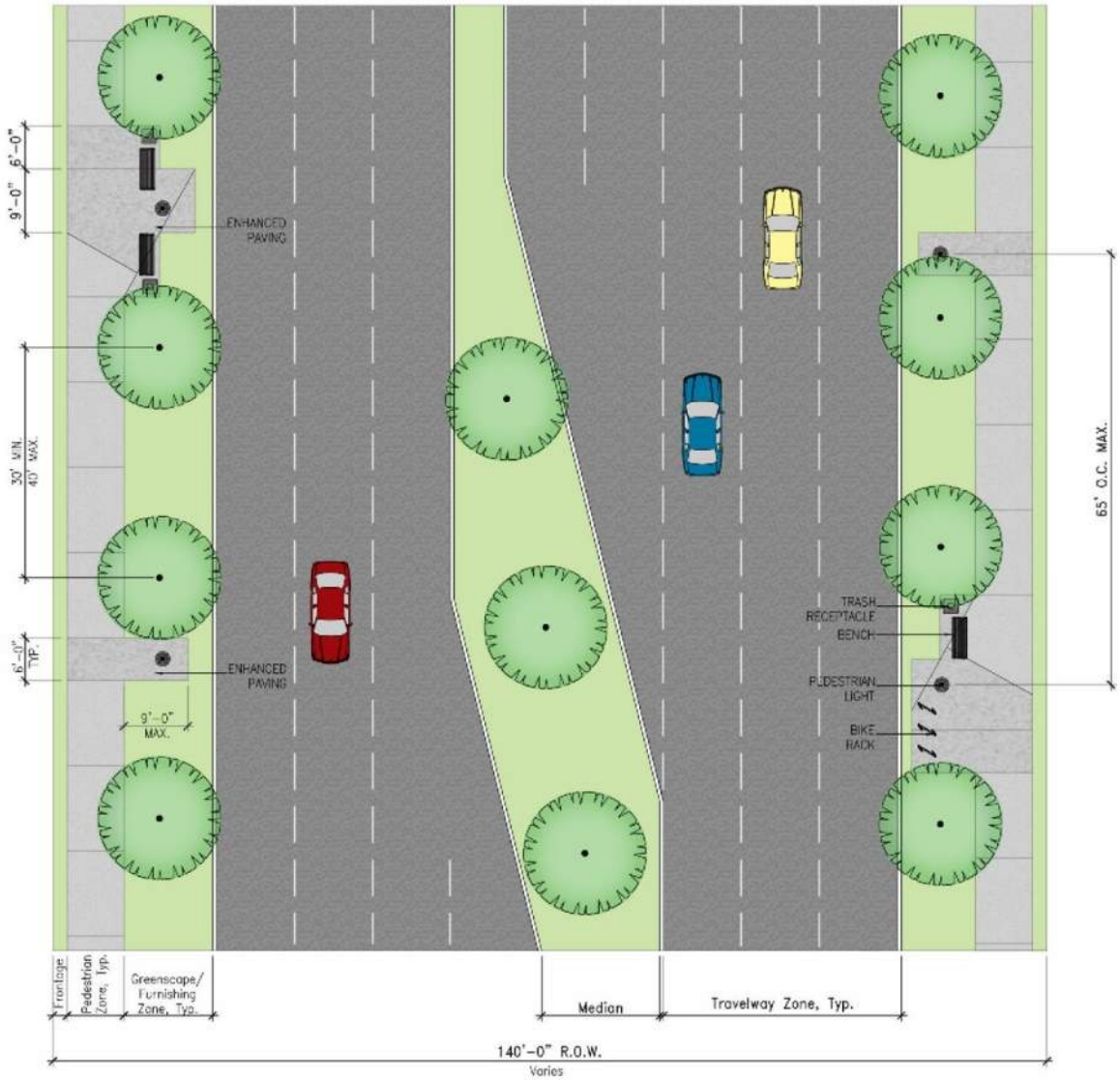
	Frontage		Pedestrian Zone		Greenscape/ Furnishing Zone		Bike Zone[1]		Travelway Zone	Median	
	Pref.	Min.	Preferred	Minimum	Pref.	Min.	Preferred	Minimum	Travel Lanes	Preferred	Minimum
Access Corridor	2'	0'	8'	5'	5'	0'	10'-12' Shared-use Sidepath	N/A	10'-11' (4-6 lanes)	16'	14'
Neighborhood Connector	2'	0'	6'	5'	5'	0'	7'-12' Buffered Bike Lane/ Cycle Track	5'-6' Bike Lane	10'-11' (2-4 lanes)	10'-16'	N/A
Internal	2'	0'	6'	5'	5'	0'	N/A	N/A	10'-12' (2 lanes) *wider travel lanes may be preferred for heavy truck use	N/A	N/A
Transitional	2'	0'	6'	5'	5'	0'	7'-12' Buffered Bike Lane/Cycle Track	5'-6' Bike Lane	10'-11' (2 lanes)	N/A	N/A
Parkway (Greenville Ave)	2'	0'	6'-12'	5'	5'	0'	10'-12' Buffered Cycle Track	7'-12' Buffered Bike Lane	10'-11' (4 lanes)	14'-16'	14'
Urban Mixed Use	2'	0'	8'	5'	6'	4'	N/A	N/A	10'-11' (2 lanes)	N/A	N/A
Urban Neighborhood	2'	0'	8'	5'	5'	0'	N/A	N/A	10'-11' (2 lanes)	N/A	N/A

[1] Bicyclists' comfort levels decrease proportionally with increases in motor vehicle volumes and the speed of adjacent traffic. As a result, both traffic volume and traffic speed are important considerations when choosing an appropriate bikeway type for a given location. Buffered or protected bicycle treatments are preferred on roadways with speeds 30 mph or greater or when traffic volume exceeds 6,000 vehicles per day.

c. Street furnishings
   i. Placement
      a) Street furnishings shall be generally located within the greenscape/furnishing zone as provided for in the Employment Sub-district Street Typology and Streetscape Standards (in Subsection II.A.3., Street Typology and Streetscape Standards), and in accordance with Subsection II.A.3.b., Street Standards. The following streetscape standards illustrate recommended dimensions for spacing of street furnishings, street trees, pedestrian lights and enhanced paving areas. Final location of street furnishings shall be determined by the City.
      b) Should a property owner install the street furnishings, then the street furnishings shall be shown on an approved site plan and landscape plan prior to installation.

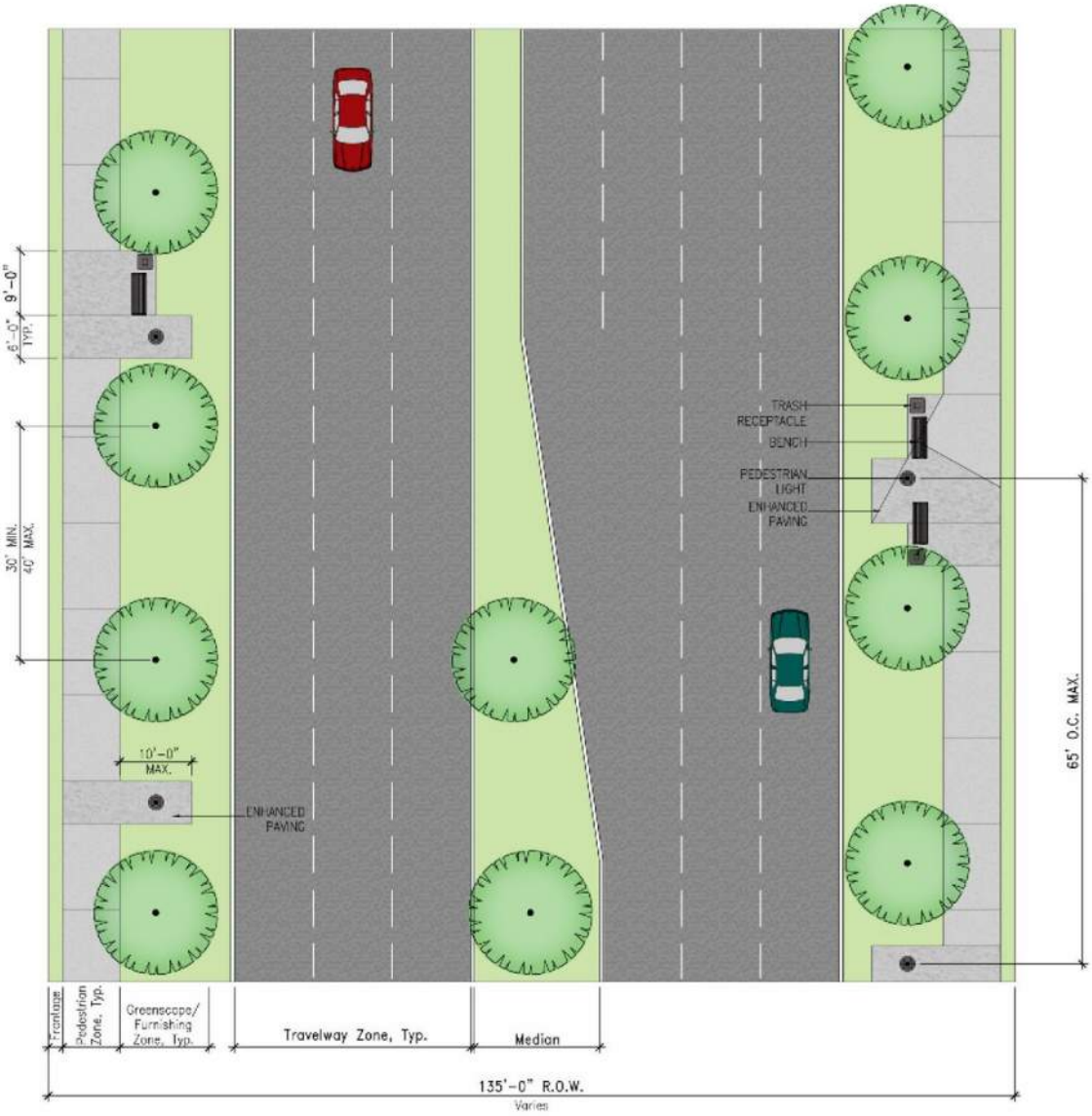
ii. Streetscape Standards (Prototypical Streetscape Plans)

ACCESS CORRIDOR – CAMPBELL ROAD



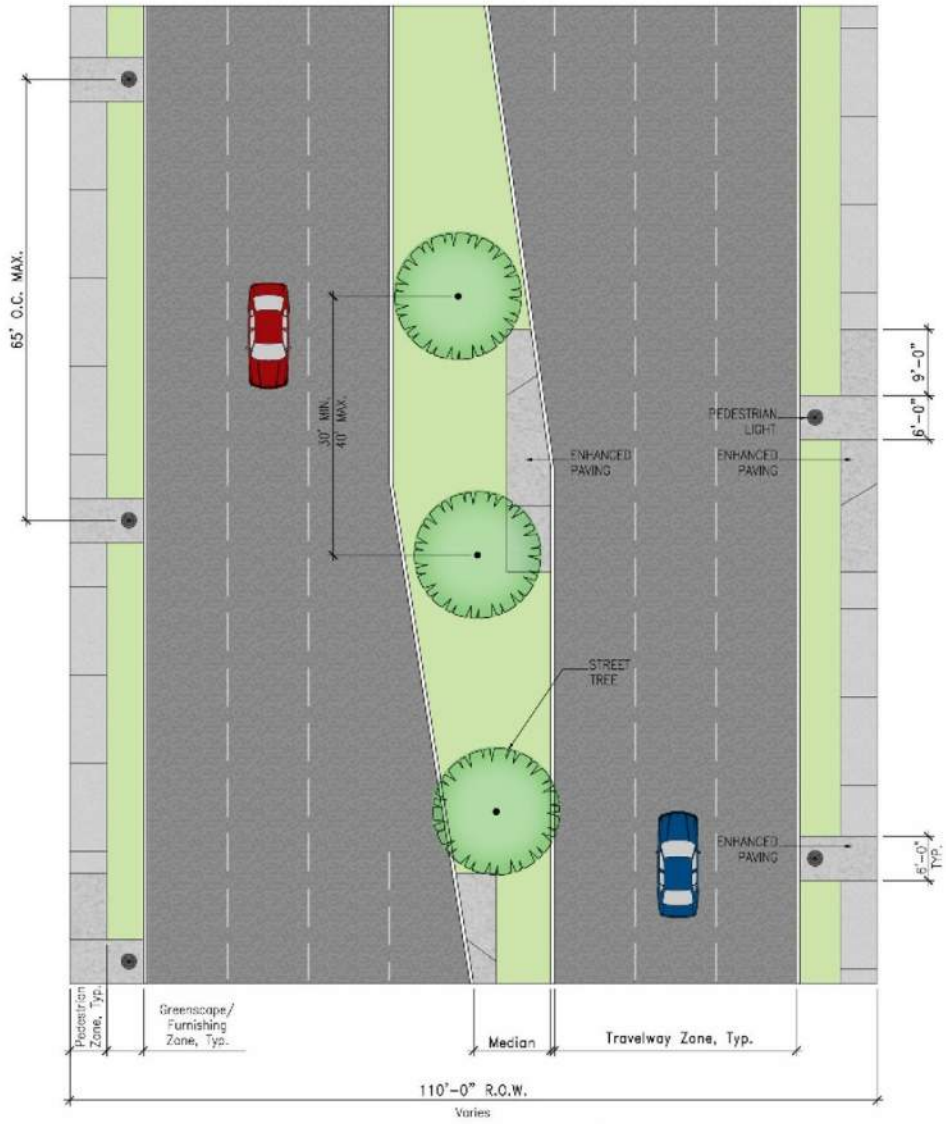
NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

ACCESS CORRIDOR – PLANO ROAD



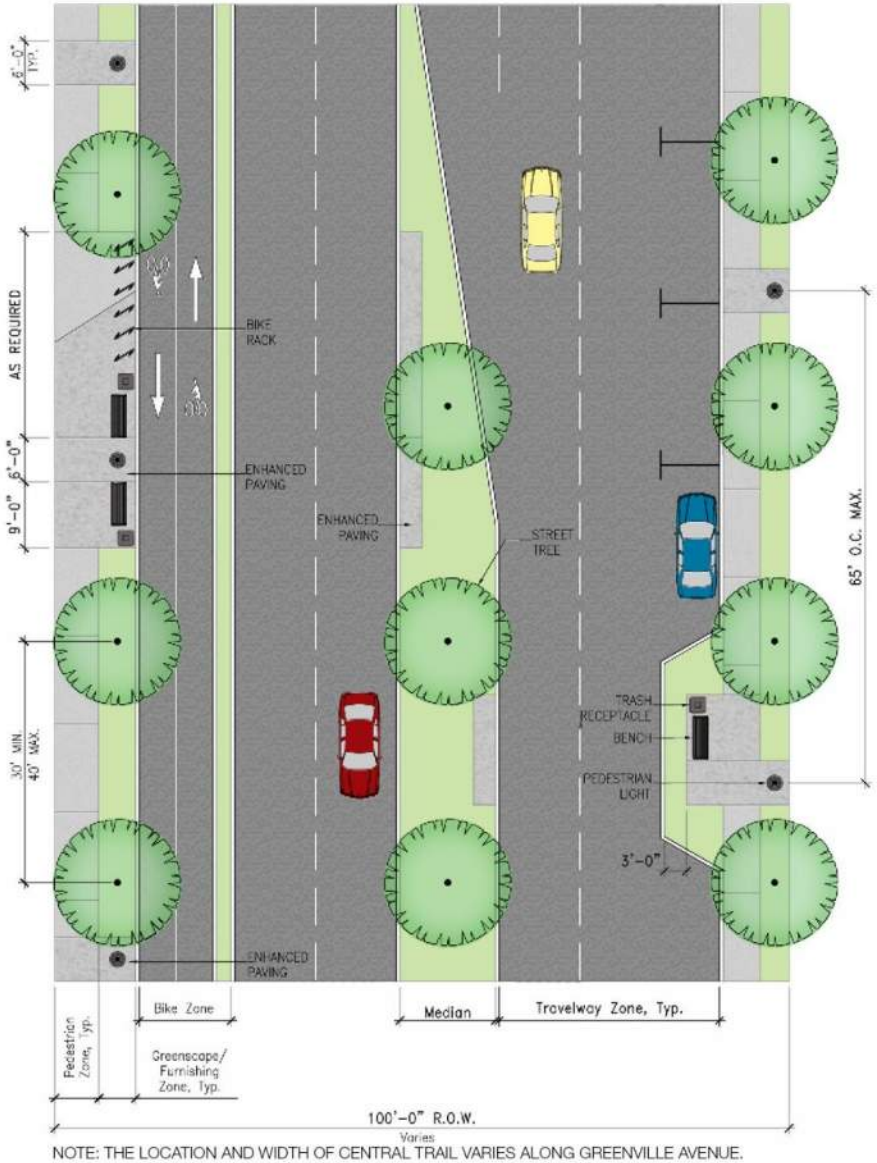
NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

ACCESS CORRIDOR – ARAPAHO ROAD



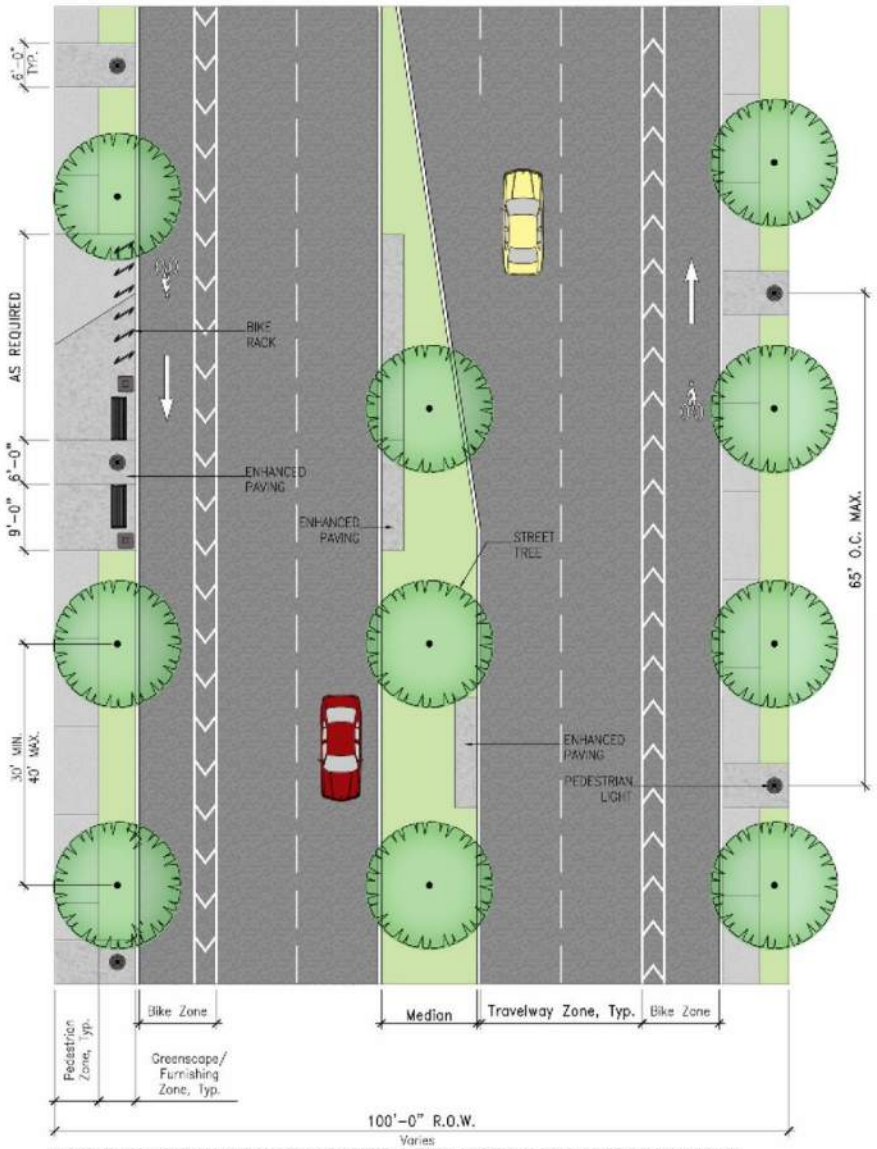
NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

PARKWAY – GREENVILLE AVENUE



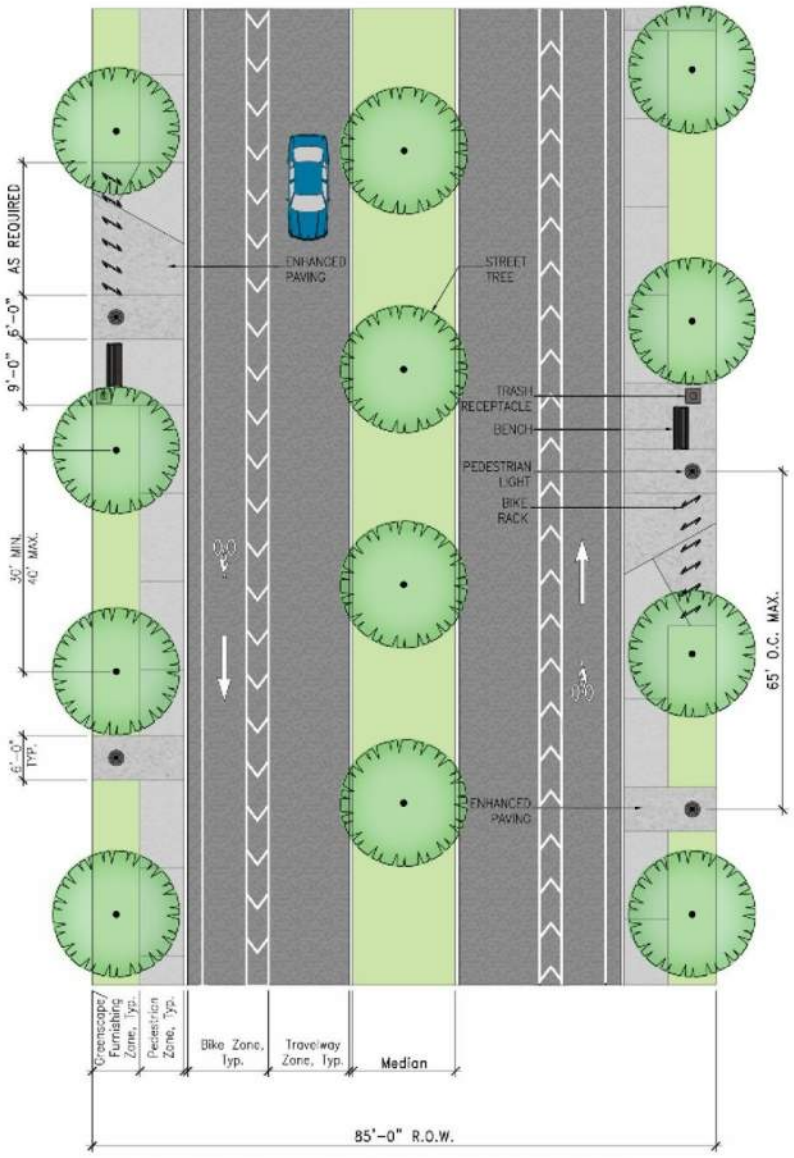
NOTE: THE LOCATION AND WIDTH OF CENTRAL TRAIL VARIES ALONG GREENVILLE AVENUE. STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

PARKWAY – GREENVILLE AVENUE
(WITH BIKE LANES)



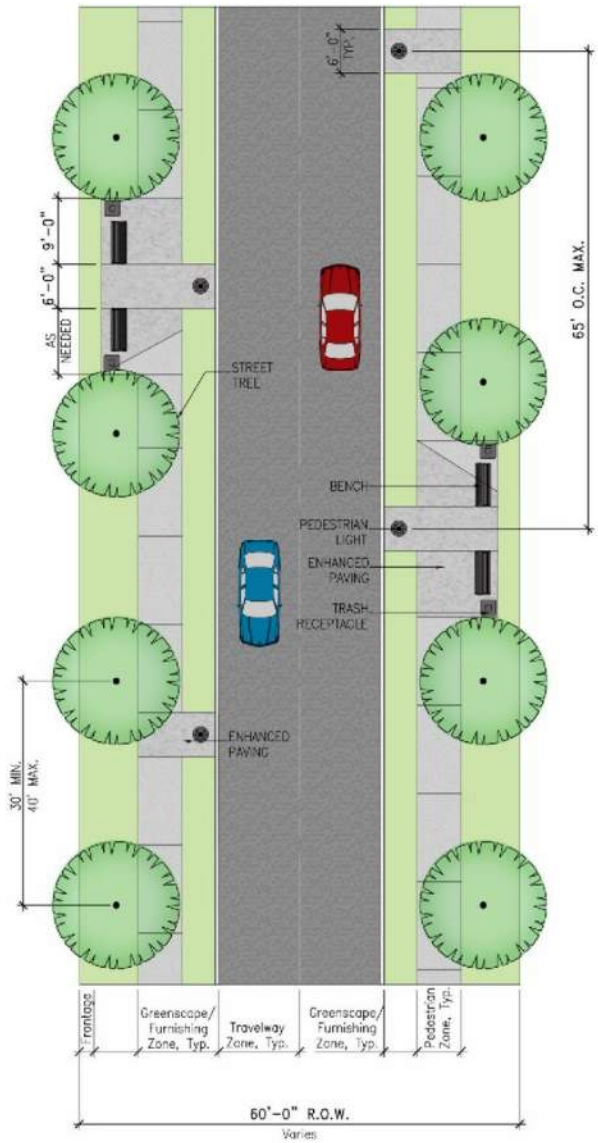
NOTE: THE LOCATION AND WIDTH OF CENTRAL TRAIL VARIES ALONG GREENVILLE AVENUE. STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE. HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

NEIGHBORHOOD CONNECTOR



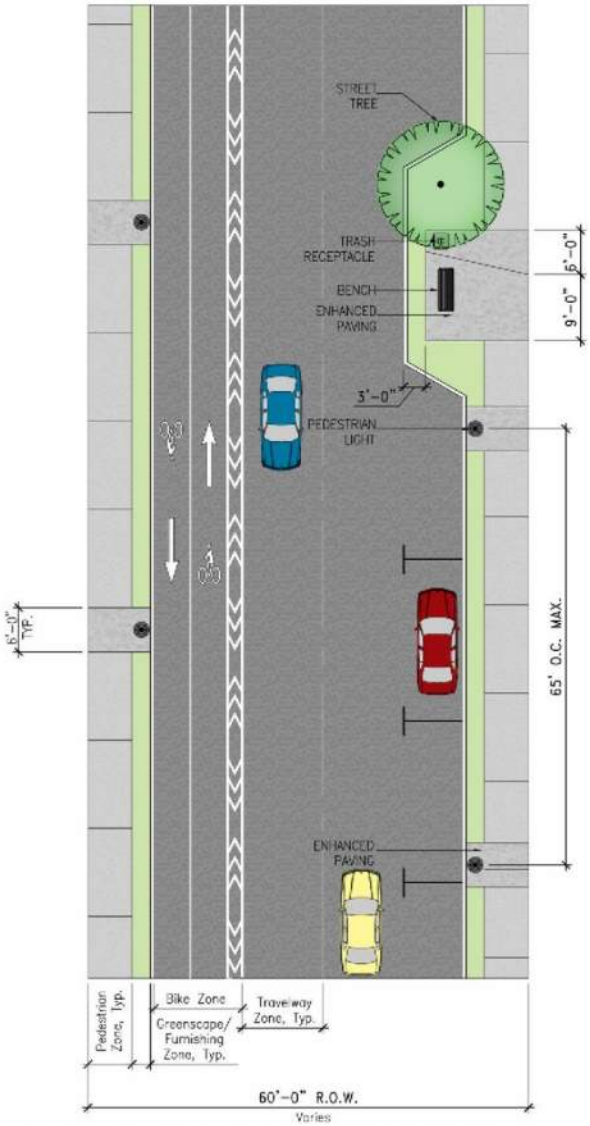
NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

INTERNAL



NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

TRANSITIONAL



NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

d. Landscape and Street Trees

Street trees shall be provided within the greenscape/furnishing zone.

i. Street Trees. Street trees shall be selected from the plant list provided in Subsection II.D.3.d.vi., Plant List. Trees other than those in the Street Tree list may be used in combination with the approved items, subject to landscape plan approval by the City.

a) Planted within the required greenscape/furnishing zone as specified on each Street Typography and Streetscape Standards graphic (Streetscape Standards (Prototypical Streetscape Plans) in Subsection II.A.3.c.ii.

b) Street trees are those listed below and shall be a minimum three-inch caliper and at least ten feet in height, single trunk (or minimum four-cane/two-foot diameter root ball for ornamental trees) at planting. Understory/ornamental trees may be considered when conflicts exist with existing underground or overhead utilities.

c) Within the first three years from planting, tree branches shall be maintained at no less than six feet above the adjacent sidewalk and not less than ten feet above on-street parking space or travel lane.

d) After three years from planting, trees shall be maintained at no less than seven feet above the adjacent sidewalk and no less than fourteen feet above on-street parking space or traffic lane.

ii. Additional Landscaping. Additional landscaping, where provided, such as shrubbery, ornamental trees and grasses, and groundcover/vines, shall be selected from the plant list in Subsection II.D.3.d.vi., Plant List. Other materials may be used in combination with materials from the plant list, subject to landscape plan approval by the City.

iii. Plant Health. All plant material shall be No.1 grade, free from plant diseases, have a healthy, normal root system, rounded branching pattern, and shall conform to the code of standards set forth in the current addition of the American Standard for Nursery Stock. Drought tolerant trees, plants and grasses are encouraged for meeting landscaping requirements.

iv. Irrigation. Landscape material shall be irrigated by a mechanical underground system with operating rain and freeze sensors. Irrigation systems provided within the greenscape/furnishing zone shall be installed and maintained as provided in Subsection II.A.3.b. Street Standards. Irrigation systems for all other landscaping material shall be installed by the property owner.

v. Maintenance.

a) Except as provided in Subsection II.A.3.b. Street Standards, the property owner is responsible for maintaining all landscaping material in accordance with the approved landscape plan and all irrigation systems shall be maintained and operable.

b) Except as provided in Subsection II.D.3.b. Street Standards, dying plant material, as determined by the City, shall be replaced by the property owner in accordance with the approved landscape plan.

vi. Plant list

a) Street Trees (minimum 3-inch caliper)
Allee Elm, *Ulmus parvifolia 'Emer II'*
Autumn Blaze Maple*, Acer freemanii*
Cathedral Live Oak, *Quercus virginiana*
Cedar Elm, *Ulmus crassifolia*
Homestead Elm, *Ulmus* 'Homestead'
Locust / Shademaster Locust, *Gleditsia triacanthos*[2]
October Glory Maple, *Acer rubrum 'October Glory'*
Red Maple, *Acer rubrum*
Shantung Maple, *Acer truncatum*
Shumard Red Oak, *Quercus shumardii*[3]
Shade Master Locust, *Gleditsia triacanthos 'Shademaster'*

b) Understory/Ornamental Trees (minimum four-cane/2-foot diameter root ball)
Roughleaf Dogwood, *Cornus drummondii*
Yaupon Holly, *ilex vomitoria*
(female only such as 'Pride of Houston' or 'Will Fleming')
Deciduous Holly, Warren's Red, *ilex decidua* (female only)
Crape Myrtle, *Lagerstromia indica*
Mexican Plum, *Prunus mexicana*
Mexican Redbud, *Cersis canadensis var. mexicana*
Oklahoma Redbud,*Cersis reniformis 'Oklahoma'*
Texas Redbud, *Cersis canadensis var. texensis*
American Smoke Tree, *Cotinus obovatus*
Vitex, *Vitex negundo 'Heterophylla'*
Desert Willow, *Chilopsis linearis*

c) Shrubs for Screening (minimum 36-inches tall)
Dwarf Nandina, *Nandina domestica nana*
Dwarf Burford Holly, *Ilex cornuta 'burfordi nana'*
Abelia Grandiflora, A*belia grandiflora*
Red Yucca, *Hesperaloe parviflora*
Texas Sage, *Leucophyllum frutescans*
Indian Hawthorn, *Raphiolepsis indica*
Native Sumac, *Rhus typhina*
Dwarf Crape Myrle, *Lagerstromia indica 'nana'*
Dwarf Yaupon Holly, *Ilex vomitorria 'nana'*

d) Groundcover/Vines (minimum 1 gallon unless otherwise noted)
Asian Jasmine, *Trachelosperum Asiaticum coloratus* 4" pot, heavily rooted, full
Purple Winter Creeper, *Euonymus* 4" pot, heavily rooted, full
Santolina, *Santolina virens*
Cross Vine, *bignonia capreolata*
Coral Honeysuckle, *Lonicera sempervirens*
Purple Honeysuckle, *Lonciera japonica 'purperia'*
Virginia Creeper, *Parthenocissus quinquifolia*
Lady Banks Rose, *Rosa banksiaw lutea*

[2] Locust trees have a problem with reflected heat when young; trunk should be wrapped during early stages.
[3] Should provide a limited root barrier to direct spreading roots downward.

Wisteria, *Wisteria sinensis* 5 gallon container
Vinca (major), *Vinca major* 4" pot, heavily rooted, full
Common Bermuda, *Cynodon dactyton*
Fescues, *Festuca rubra*
Buffalo Grass, *Buchloe dactyloides*

e) Ornamental Grasses
Gulf Muhly Grass – *Muehlenbergia lindheimeri*
Feather Reed Grass
Mexican Feather Grass
Miscanthus
Indian Grass
Purple Autumn Grass
Or other Grass as approved by City Manager or designee

4. Architectural Standards

a. Intent

The Employment Sub-district is envisioned to be an urban form business hub that builds upon existing block layouts and building structure, maximizing development opportunities. Repurposing existing building structures while using quality building materials will reinforce this area as a major employment area for innovation and entrepreneurship in the state. Exterior building materials should promote an eclectic and industrial type design creativity envisioned for the Employment Sub-district. Building facades facing a public street, trail or public open space should provide visual interest to add to the unique character of the Employment Sub-district. Retail, service and office uses should have primary entrances to buildings located on the street(s) along which the building is oriented.

b. Building Walls

i. Materials

Each exterior wall shall comply with the following materials requirements:

a) Primary Materials (≥65%)
1) Masonry
2) Stone
3) Glass
4) Finished concrete
5) Ventilated façade systems
6) Metal cladding or panels

b) Secondary Materials (≤ 35%)
1) Stucco
2) Fiber cement panels

c) Accent Materials (≤5%)
1) Pre-cast stone
2) Other as permitted by the building code and subject to City Manager or designee approval

ii. Alternative Materials
Shipping containers, which are retrofitted for occupancy as a permitted use, may be permitted after review and approval by the city under Section IV.E, Minor Modification to Code. This review shall include, but not be limited to health, safety, proper siting and potential impact on surrounding properties. If this alternative is approved, the materials requirements in subsection a) – c) above shall not apply.

iii. Techniques and Configurations
a) Blank facades are prohibited fronting along a public street or public open space in lengths greater than fifty linear feet. Design treatments to address blank facades may be expressed by a change in building plane, stepping portions of facades in and out, using architectural features such as columns, changing types or colors of materials, or mural signage in combination with other acceptable design techniques. Design treatments are subject to City Manager or designee approval based on the ability to enhance the pedestrian and visual environment and can include items such as transparent windows and doors, display windows and/or awnings.
b) Unless used as loading/unloading docks, side or rear facades facing a public street or public open space shall be treated with equal design attention as the front facade.
c) In buildings which have more than one material, the "heavier" material should go below the "lighter" material (e.g. a curtain wall upper story with a stone base).

c. Roofs and Parapets
The majority of existing roofs within the Employment Sub-district are flat creating a distinct architectural character. New development is encouraged to keep with this roofline character.

i. Materials
a) Roofs may be constructed of any material that is permitted by applicable building codes.
b) For flat roofs, "Green Roofs" are encouraged and may be used in lieu of any other roofing material.

ii. Techniques and Configurations
a) Roof penetrations (fans, exhaust, vents, etc.) must be finished and screened in accordance with Subsection II.A.5.d., Roof-mounted Equipment.

d. Windows, Doors, Awnings and Canopies
Windows lining a building façade, where applicable for retail, service or office uses, should establish the scale and rhythm of the streetscape for pedestrians. This scale is controlled by the placement, type and sizes of windows. For commercial buildings windows allow for goods and customers to be viewed, thus creating interaction between the building and public realm.

i. Windows
a) Materials
1) Anodized aluminum, Kynar paint or similar finish, vinyl or other metal.
2) Window screens shall match the building frame material color or shall be dark anodized. Window screens shall be prohibited on ground floor non-residential buildings.

3) At the ground floor level:
   (a) Windows shall not be made opaque by signage or other application treatments, except as allowed in Section III, Signage. However, interior sunscreens or blinds shall be permitted.
   (b) Black glass, opaque glass and other "false window" techniques are prohibited.
   (c) Mirrored glass is prohibited where windows are visible from a public street or public open space. A Minor Modification may be requested to allow mirrored glass for uses that demand higher levels of security.

ii. Doors
   a) Materials
      1) Wood, clad wood, anodized aluminum, glass and/or metal
   b) Techniques and Configurations
      1) Service, security or garage doors are discouraged along street frontages; however, these entries may be placed at alleys or internal parking areas.

iii. Awnings and Canopies
   a) Materials
      1) Metal, canvas, or glass
   b) Techniques and Configurations
      1) Minimum eight-foot clearance above sidewalks and entryways.
      2) Shall be of durable construction and architecturally consistent with the architectural character of the building.
      3) When used, shall be located to provide shading for exterior windows and doors and shall cover the entire width of the window opening or group of windows above which it is located.

e. Exterior Lighting
   i. Intent.
      a) Exterior illumination of building walls, landscaping, walkways, public art, and parking areas should be incorporated into the development to provide an opportunity to highlight unique architectural characteristics. Suspended cable lights may be used for animating and down-lighting pedestrian passages, open structures, outdoor dining areas, mews, and other exterior locations. Lighting systems should be provided that enhance the public realm and create a positive and safe atmosphere.
      b) Lighting should be adequate to deter crime while controlling intensity that can rob night vision and create light pollution. Additionally, controlling light glare and light spilling onto adjacent properties will add to the quality of the Sub-district. Equipment and lighting fixtures should be weather resistant and durable to minimize maintenance.
   ii. Materials
      a) Permitted Exterior Lighting
         1) LED
         2) Halogen
         3) Metal Halide
         4) Incandescent
         5) Compact fluorescent
         6) Neon lighting may be permitted subject to review and approval of a Minor Modification.

b) Prohibited Exterior Lighting
   1) High-intensity discharge (HID)
c) LED strip type lighting may be used; however, the LED strip shall not be visible from a public street, trail or public open space, or from adjacent properties.
d) A Minor Modification may be requested for review and approval of additional lighting elements comparable to the above list of Permitted Exterior Lighting and consistent with the intent of this subsection.

iii. Standards
a) Lighting levels shall comply with the standards for glare set forth in Article XXII-B Performance Standards, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
b) Lighting shall be directed downward. Up-lighting of building walls is prohibited.
c) Lighting of signage, parking and pedestrian walkways shall be controlled or narrowly focused.
d) Placement and shielding of light sources shall be done to limit visual impact. Full cut-off metal fixtures are required.
e) Distracting, flashing, traveling or animated lighting is not permitted.

f. Outdoor Seating Areas

Outdoor seating areas (including patios and roof-top areas) are allowed and may be partially or fully enclosed in accordance with the requirements below. These requirements are not intended to prohibit the use of patio umbrellas.

i. Permanent Outdoor Seating Areas:
a) May be allowed as an accessory structure and shall be architecturally consistent with the primary building it is serving.
b) May be placed between the established building line and right-of-way line.
c) Shall not encroach into the minimum required sidewalk per the applicable Employment Sub-district Street Typology and Streetscape Standards (Section II.A.3.).
d) May be enclosed by a perimeter fence and/or wall which shall be constructed of tubular steel, wood, masonry and/or a combination thereof, and shall not exceed forty-two inches in height. A Minor Modification may be requested for review and approval of additional materials or fence heights consistent with the intent of this subsection.
e) Shall be a minimum 50% open or transparent.
f) May be enclosed temporarily (except as noted in v. below); however, the temporary enclosure shall only be constructed of canvas, screen mesh, sun shade fabric, clear vinyl and/or other materials as approved by the City Manager or designee. Materials shall not be used which are not intended for outdoor use.
g) Shall comply with building and fire codes.
h) Shall be maintained in good condition free from damage including but not limited to tears, cuts, rips, holes, stains, cloudiness appearance, or other dilapidation.
i) Shall be subject to site plan review and approval.

ii. Temporary or Pop-Up Outdoor Seating Areas
   a) Outdoor seating areas which are not actively utilized on a frequent basis shall be considered temporary or pop-up in nature. As such, the City may approve a Minor Modification to allow the temporary or pop-up outdoor seating area for the location identified by the applicant.

g. Fences/Screening Walls

Fences and screening walls are allowed in accordance with the requirements below. Additionally, except as listed in this Code, fencing and screening walls shall comply with Chapter 6, Buildings and Building Regulations and Chapter 22, Traffic of the City's Code of Ordinances, as amended or its successors. Fences and screening walls:

i. Shall not be placed between the established building line and right-of-way line (except as noted in vii.a). in this subsection).
ii. Shall not be placed within the front yard building setback (except as noted in vii.b). in this subsection).
iii. May have a vehicle ingress/egress gate provided that the gate is setback a minimum twenty feet from the right-of-way line. Such gate shall not open outward towards the right-of-way.
iv. Shall be constructed as follows:
   a) Permitted materials. Materials permitted are wood, concrete, masonry, chain link, wrought iron, metal tubing, vinyl, fiberglass composite or other materials approved by the building official for exterior exposure as fence material.
   b) Prohibited materials. Materials prohibited are barbed wire, razor ribbon, sheet metal, corrugated steel and fiberglass panel, plywood or any other similar material manufactured for other uses.
   c) Exception. Barbed wire may be approved by the City Manager or designee for fences in rear and side yards when the following conditions are met:
      1) All strands of barbed wire must be a minimum of six feet above ground level.
      2) All barbed wire fences must be located a minimum of 300 feet from any residentially zoned district.
      3) Barbed wire fences shall not be visible from streets, public open spaces, trails, or special sites as illustrated in the Employment Sub-district Regulating Plan.
v. Shall not exceed eight feet in height (except as noted in vii.c). below).
vi. Shall be constructed so that the finished side of the fence or screening wall which is visible from streets and/or public open spaces, will face outward.
vii. When used for contracting operation, motor vehicle body shop, motor vehicle repair shop (minor or major), or motor vehicle storage lot uses, only fences (not screening walls):
   a) May be placed between the established building line and right-of-way line.
   b) May be located within the front yard building setback.
   c) When located between the established building line and the right-of-way, the following shall apply:
      1) Shall be limited to maximum 60 inches in height.
      2) Shall be a minimum 50% open or transparent.
      3) Shall be constructed of tubular steel or other similar material as approved by the City Manager or designee.

viii. When used for perimeter security fencing for uses that demand higher levels of security, a Minor Modification may be requested to allow fencing to be:
   a) Placed between the established building line and right-of-way line.
   b) Located within the front yard building setback.
   c) When located between the established building line and the right-of-way, the following shall apply:
      1) Shall be a minimum 50% open or transparent.
      2) Shall be constructed of tubular steel or other similar material as approved by the City Manager or designee.

5. Mechanical, Service Areas and Utilities

a. Intent
   Loading and outdoor storage areas, mechanical and rooftop equipment, refuse storage containers and utility accessories shall be screened to reduce the visual impact of these elements on adjoining properties and public rights-of-way in accordance with the Code. Properties shall be exempt from Section 21-47. Screening and Open Space of Chapter 21 Richardson Subdivision and Development Ordinance, as amended or its successors.
b. Loading Docks/Areas
   i. Off-street loading docks/areas for non-residential uses may be screened, except in the following instances where off-street loading docks/areas shall be screened:
      a) Off-street loading docks/areas for non-residential uses located within fifty feet of a single-family residential zoning district shall screen the side facing the residential district by minimum eight-foot tall masonry screening walls architecturally consistent with the principal building on the site.
c. Outdoor Storage
   i. Outside storage areas as an accessory use shall be located behind a principal building and shall be screened from view of streets, public open spaces, trails and adjacent properties. Screening shall consist of the following:
      a. Masonry walls (minimum six feet tall, maximum eight feet tall) architecturally consistent with the principal building on the site;
      b. Tubular steel fence (minimum six feet tall, maximum eight feet tall) with an irrigated, solid landscape screen consisting of evergreen variety trees and/or shrubs maintained at a minimum height of six feet within two years of planting; or
      c. Any combination of the above.
   ii. Materials, equipment or commodities shall be stacked no higher than the height of the screening mechanism (maximum eight feet tall).
   iii. If the area behind the principal building is adjacent to a Special Site as illustrated on the Employment Sub-district Regulating Plan, outdoor storage may be moved to the least conspicuous area of a side yard.
   iv. Outdoor storage as a primary use is prohibited.
d. Roof-mounted Equipment
   i. All roof-mounted equipment, including fans, vents, and air conditioning units and cooling towers, shall be screened to eliminate the view of the equipment.
   ii. The height of the screening device shall be the height of the tallest element of roof-mounted equipment.

iii. A parapet or architectural design element on a building may screen mechanical equipment; however, the parapet shall not exceed the maximum building height allowed in the Employment Sub-district. Mechanical equipment taller than the parapet or architectural design element shall be screened by an additional screening device to achieve the required screening height.

iv. The outside of the screening device shall be painted or finished in a similar color to the building façade, trim or roof surface.

e. Dumpsters

Any dumpsters, compactors, grease dumpsters, recycling dumpsters or any other waste or garbage containers, or combination thereof (hereafter referred to as "containers") located outside an enclosed building, shall be sited and screened in accordance with the following:

i. Containers shall be located on a concrete pad that is enclosed on three sides with minimum six-foot tall masonry walls; the exterior of the masonry walls shall be architecturally compatible in design to the primary buildings on the site using common colors and building materials.

ii. Containers including the required masonry screening walls shall not project into or be located within the required front yard. Containers may be located in a rear yard or interior side yard.

iii. Containers must be fully serviceable. If serviced from an alley, fire lane or other means of access, the container placement must be sited in accordance with the City's Dumpster/Compactor Pad Detail. Dumpsters may also be serviced at the end of an access driveway/fire lane (i.e. head-in at the end of the drive).

iv. Screening is not required if containers are otherwise screened from view by intervening buildings.

v. A Minor Modification may be requested to allow for alternate container placement standards in order to accommodate servicing the container if it is not feasible to site the container in accordance with the requirements of this subsection. Screening requirements shall not be waived.

f. Ground-mounted Equipment, Utility Meters and Other Utility Apparatus

i. Ground-mounted equipment (including air conditioning units, generators and mechanical equipment), utility meters and other utility apparatus (including transformers), should be located to the rear of the structure or to the side of the structure in a designated utility or service yard.

ii. Ground-mounted equipment (including air conditioning units, generators and mechanical equipment), utility and other utility apparatus (including transformers) shall be screened from the view of public streets, public open space and trails. Screening is not required if equipment is otherwise screened from the public view through intervening buildings or parameter fencing.

iii. Screening, where required, shall meet minimum clearances required by affected utility companies. Screening methods include:

a) Landscaping, including trees or evergreen shrubbery;
b) Masonry walls architecturally consistent with the principal building on the site;
c) Tubular steel fence in conjunction with evergreen shrubbery; or
d) Other material subject to review and approval of a Minor Modification consistent with the intent of this subsection.

g. Wall-mounted equipment
Wall-mounted equipment, including meters (such as banks of electric meters) shall be screened from the view of public streets, public open space and trails. Screening is not required if equipment is otherwise screened from the public view by intervening buildings or parameter fencing. Screening shall meet minimum clearances required by affected utility companies. Screening methods include:
   i. Landscaping, including trees or evergreen shrubbery;
   ii. Masonry walls architecturally consistent with the principal building on the site;
   iii. Tubular steel fence in conjunction with evergreen shrubbery;
   iv. Other material subject to review and approval of a Minor Modification consistent with the intent of this subsection; or
   v. Wall-mounted screening devices, such as cabinets, which are architecturally compatible with the building façade that the device is mounted on.

6. Residential Zoning District Adjacency

a. Properties shall be exempt from Section 21-47. Screening and Open Space of Chapter 21 Richardson Subdivision and Development Ordinance, as amended or its successors.
b. Where non-residential uses are located adjacent to single family residential zoning district and not separated by a minimum fifty-foot right-of-way street or greater, a minimum six-foot tall masonry screening wall shall be provided.

7. Signage

Signage, where provided, shall be in accordance with Section III, Signage.

B. Greenville

The vision for the Greenville Sub-district is to create a vibrant, high quality mixed-use district which focuses on providing a mix of employment opportunities, neighborhood retail services and housing opportunities for Richardson's workforce. A variety of housing types, styles and densities are supported in this Sub-district. A pedestrian-oriented, walkable environment is desired to connect with the mixed-use, walkable development adjacent to the west. This shall be accomplished through: the arrangement of newly constructed and/or repurposed buildings that frame public open spaces; connectivity to Duck Creek amenities and the DART Arapaho Center Station; high quality building design and construction materials that complements the development on the west side of Greenville Avenue; and streetscape enhancements including, but not limited to, street trees, lighting, street furniture, bicycle lane connectivity and signage.

1. Regulating Plan

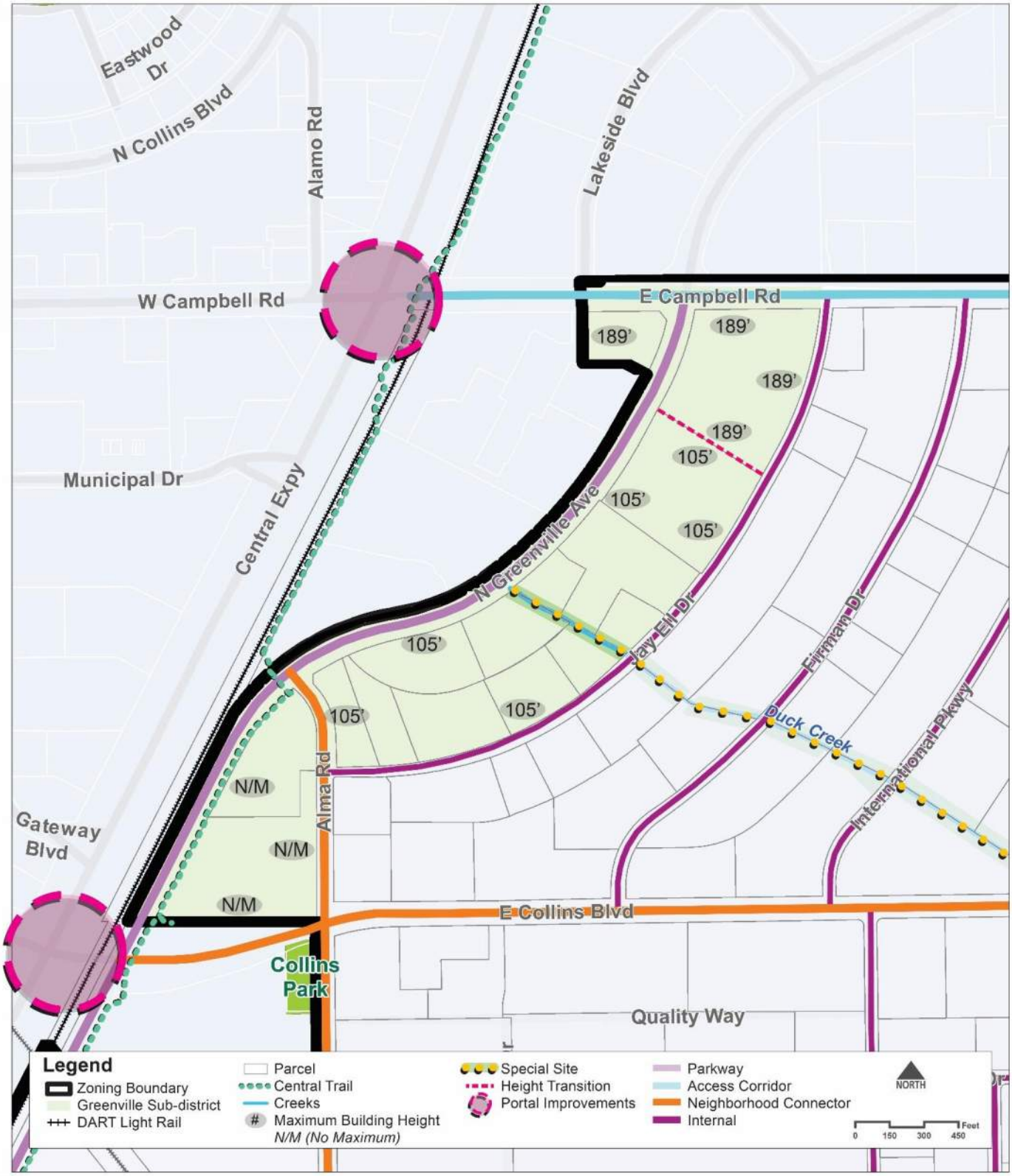
The Greenville Sub-district Regulating Plan on the following page shall apply to all properties within the Greenville Sub-district.

a. Special Sites
   i. Within this Regulating Plan is an identified "Special Site" along Duck Creek to encourage new open space, activation and amenities for which a special development plan may be appropriate during development/redevelopment. Duck Creek is active drainage channel which traverses through the Greenville, Employment, and Duck Creek sub-districts. This creek is envisioned to serve as a natural amenity with the encouragement of trail-oriented design for adjacent properties. As redevelopment occurs in this Sub-district, careful consideration and design should be applied to incorporate the creek as an active open space amenity.

b. Portal Improvements

   Portal Improvements are important features located around the Employment Sub-district intended to identify key entrances or nodes in this Sub-district. Portal Improvements can take a variety of forms including architectural features, signage, landscaping, or enhancements to existing bridge structures. At the time of development or redevelopment, properties within or adjacent to a Portal Improvement site will be evaluated on a case-by-case basis for potential inclusion of portal/entryway features. Portal Improvements on private property may be included as part of a site's landscaping and open space requirements listed in Subsection II.B.2.f., Public and Private Open Space Requirements and Landscape Buffers.

Greenville Sub-district Regulating Plan



2. Building and Envelope Standards

The Building and Envelope Standards which regulate site improvements and land uses for properties within the Greenville Sub-district are as identified on the following pages. The Building and Envelope Standards shall be used in accordance with the Greenville Sub-district Regulating Plan and Street Typology and Streetscape Standards.

a. Use

i. The following uses are allowed in the Greenville Sub-district as follows. Special Permit Uses shall require review and approval as per Article XXII-A, Special Permits, Richardson Comprehensive Zoning Ordinance, as amended or its successors. If a use is not specified in the table in this subsection, then the use is prohibited, and the Code must be amended in accordance with Article XXIX, Changes and Amendments, Richardson Comprehensive Zoning Ordinance, as amended or its successors, in order to allow such use.

Greenville Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Residential		
Adaptive Reuse	P	See Subsection II.B.2.a.ii.a)., Adaptive Reuse
Live/Work	P	See Subsection II.B.2.a.ii.b)., Live/Work
Multi-Family	P	See Subsection II.B.2.a.ii.c)., Multi-Family
Single-Family Detached	S	Minimum floor area 500 square feet. As defined by this Ordinance in Section V.
Townhome	P	Minimum density of ten dwelling units per acre.
Non-Residential		
Antenna, Accessory	P	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Antenna, Commercial	P	
Antenna, Commercial, in Excess of Three Antennas	S	
Antenna, Freestanding	P	
Antenna, Mounted	P	
Art Gallery	P	
Assisted Living Facility	S	
Bakery	P	
Bank or Financial Institution	P	
Barber or Beauty Salon	P	Skin and nail care as accessory use only.
Beer and Wine Package Sales - 75% or more Revenue from Sales of Beer and/or Wine	S	
Beer and Wine Package Sales - Less than 75% Revenue from Sales of Beer and/or Wine	P	

Greenville Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Boarding Kennel	S	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Catering Service	P	
Child Care Center	S	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Church	P	
Collaborative Co-Working Space	P	
Commercial Entertainment, Indoor	S	
Commercial Entertainment, Outdoor	S	
Construction Field Office	P	
Contracting Operation	P	
Cultural/Community Center	P	
Data Center	P	
Distribution Center	P	
Electrical Substation	S	
Event Center	S	
Fine Arts Studio	P	
Food Truck Park	S	
Fraternal Organization	P	
Health Club	P	
Helipad	S	
Home Occupation	P	See Article I, Title Definitions, General Provisions, Auto Wrecking Yards and Swimming Pools, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Hospital	S	
Hotel, Full Service	P	
Hotel, Other	S	
Independent Living Facility	S	
Large Scale Retail/Service Store	S	
Laundry or Dry Cleaning Service	P	Not to exceed 6,000 SF per location.
Laundry Pick Up Station	P	
Mailing Service	P	
Manufacturing Facility	P	
Manufacturing Facility, Artisanal	P	

Greenville Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Manufacturing High-Tech	P	
Martial Arts School	P	
Massage Establishment	S	
Microbrewery	P	See Subsection II.B.4.a.ii.d), Establishments Selling and/or Serving Alcoholic Beverages for On-Site Consumption, for exemption.
Mortuary or Funeral Home	S	
Motor Vehicle Parts and Accessory Sales	P	
Nursing or Convalescent Home	S	
Office	P	
Parking Garage	P	
Parking Surface Lot	S	
Parking Surface Lot or Garage - Municipal	P	
Performing Arts Center	S	
Pet Sales and Grooming	P	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Photography or Art Studio	P	
Print Shop, Major	P	
Print Shop, Minor	P	
Private Club	S	
Private Recreational Club	S	
Public Building	P	
Radio, Recording or Television Studio	P	
Radio or Television Station	P	
Repair Shop, Household Items	P	
Repair Shop, Personal Items	P	
Research Laboratories and Facilities	P	
Restaurant Without Drive-Through or Curb Service	P	
Retail Sales	P	
School, Parochial (Not Located on Same Lot as Religious Institution)	S	
School, Parochial (Located on Same Lot as Religious Institution)	P	
School, Private	S	
Technical Training School	P	

Greenville Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Temporary open air market	S	Subject to Article VIII, Chapter 12 of Code of Ordinances of the City of Richardson, as amended.
University or College	P	
Veterinary Office	P	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Warehouse and Wholesale Establishment	P	
Winery/Distillery	P	See Subsection II.A.4.a.ii.d), Establishments Selling and/or Serving Alcoholic Beverages for On-Site Consumption, for exemption.

ii. Additional Supplemental Use Requirements

a) Adaptive Reuse
Dwelling units located within adaptive reuse projects shall be a minimum 500 square feet.

b) Live/Work

1) Intent

a. Live/Work buildings within the Greenville Sub-district are envisioned to be innovation ready and should have the necessary infrastructure in place to house established or entrepreneurial high tech, research and development, bio-tech or materials science, data center or other technology-innovative uses.

2) The business operated within the Live/Work shared space unit, where the residential and non-residential functions take place in an internally connected unit, may engage employees in the conduct of the business within the unit; however, if the owner of the business is not residing in the dwelling unit portion of the Live/Work unit, at least one full-time employee of the business must reside in the Live/Work unit. In no case shall the dwelling unit within the Live/Work unit be sold or rented separately from the non-residential area of the Live/Work unit.

3) Live/Work developments designed and constructed within a common building (ground-floor commercial or other) shall:

a. Maintain a minimum floor to ceiling height of fifteen feet for the ground floor;

b. Be of a “podium”, “pedestal”, or “platform” design as referenced in the Building Code;

c. Be of Type 1A construction on the ground floor as prescribed in the Building Code;

d. Provide pre-determined, 2-hour fire rated shafts; and

e. Meet all standards listed in Subsection II.B.4.d Non-Residential At-Grade Entrances.

4) Ground floor commercial space within Live/Work developments may be utilized for residential purposes to prevent vacancies until commercial/innovation uses become market-supported, however, the space shall meet 3) above and shall be designed and constructed to accommodate both commercial and residential uses.

c) Multi-Family
Developments are limited to forty-five feet in height where multi-family is the sole use. If roof top patio/seating is provided, maximum total height for multi-family development shall be fifty-seven feet.

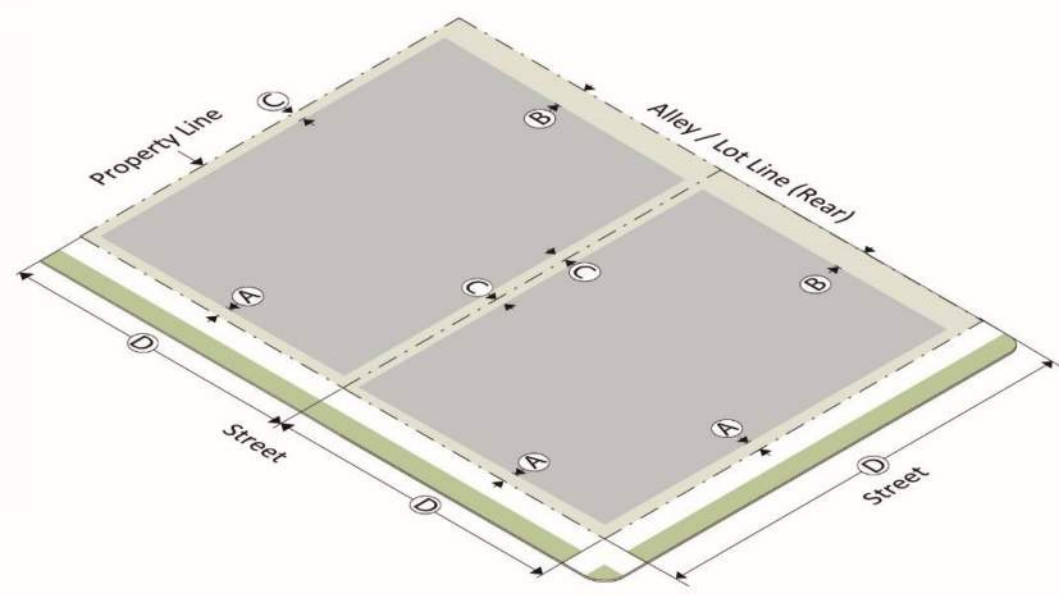
d) Establishments Selling and/or Serving Alcoholic Beverages for On-Site Consumption
Establishments which sell and/or serve alcoholic beverages for on-site consumption shall be exempt from zoning acreage requirements and number of establishments per acreage requirements as provided for in Section 4-7 (a) and (b), Chapter 4. Alcoholic Beverages, of the City's Code of Ordinances, as amended or its successors.

a. Lots/Blocks
   i. All lots shall have direct frontage to a street.
   ii. Block faces that result 500 feet in length or greater shall provide:
      a) Pedestrian access through the block to the opposite block face and at an approximate mid-block distance, in order to allow pedestrians to walk through the block to the opposite side without having to walk along the block perimeter.

b. Access
   i. Alleys
   Alley construction shall conform to City of Richardson standards for alley construction to provide adequate space for emergency vehicles and service access.
   ii. Driveways
      a) A driveway is not required.
      b) For lots utilizing a driveway accessing the street, driveways shall be a maximum thirty feet in width. Turning radii shall be as approved by the City Manager or designee.
      c) Driveways are limited to no more than one driveway per 200 feet of street frontage, measured at inside edge of driveway to inside edge of driveway at the right-of-way line. This spacing shall be required for driveways on the same platted lot and driveways between adjacent lots. A Minor Modification may be requested to this standard for properties with limited street frontage or in instances where existing driveways would preclude access to site.
      d) Shared driveways shall be provided and encouraged, where feasible, to reduce the number of curb cuts along the street.
      e) Driveways shall conform to City of Richardson standards for driveway construction.

iii. Sidewalks
   a) Sidewalks shall be provided along all streets in accordance with the applicable Street Typology and Streetscape Standards for the Greenville Sub-district in Subsection II.B.3, Street Typology and Streetscape Standards, as well as conform to City of Richardson standards for sidewalk construction. Streets not identified on the Street Typology and Streetscape Standards for the Employment Sub-district shall comply with Section 21-45. Sidewalks of Chapter 21 Richardson Subdivision and Development Ordinance, as amended or its successors.
   b) A sidewalk shall be constructed to permit pedestrian access from the street to the building, unless paved access is otherwise provided.

c. Buildings and Building Placement

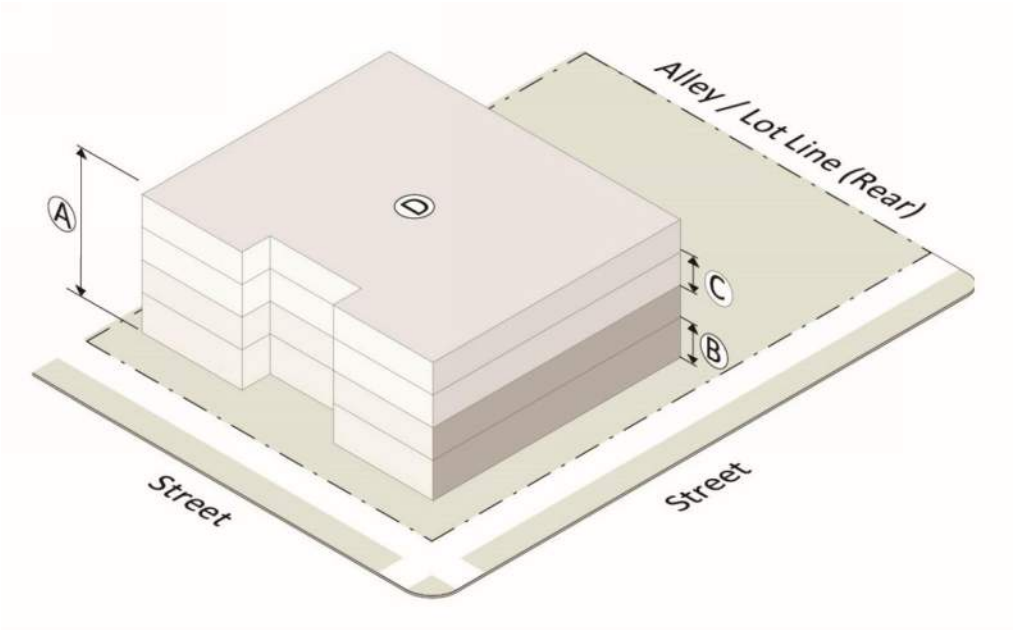


Greenville - Building Placement by Street Type							
		Parkway	*Access Corridor*	*Neighborhood Connector*	*Internal*	*Urban Mixed Use*	*Urban Neighborhood*
Ⓐ	Minimum Front Yard Setback	• None	• None	• None	• None	• None	• None
	Required Front Build-To Zone[4]	• Min. 0 feet • Max. 20 feet	• None	• None	• None	• Min. 0 feet • Max. 10 feet	• Min. 0 feet • Max. 10 feet
Ⓑ	Required Rear Building Line Setback[5]	• None	• None	• None	• None	• Min. 10 feet if abutting an alley • Min. 0 feet if abutting a property	• Min. 10 feet if abutting an alley • Min. 0 feet if abutting a property
Ⓒ	Required Interior Side Building Setback[5]	• Max. 15 feet	• None	• None	• None	• Max. 15 feet	• Max. 15 feet
Ⓓ	Building Frontage Buildout	• Min. 80% of lot width	• None	• None	• None	• Min. 85%	• Min. 85%

[4] Where easements encumber the entire required Build-To-Zone, the building shall be built to the easement line and in accordance with the required Building Frontage Buildout.
[5] Or as permitted by Building Code, whichever is greater.

i. Multiple buildings shall be allowed on a lot provided that use of the buildings is permitted in Subsection 2.a., Use, and conform to the requirements of this Code.
ii. Accessory buildings are permitted as defined by the Richardson Comprehensive Zoning Ordinance and shall confirm to the setback and height requirements of this Sub-district.
iii. Building setbacks shall be measured from the property line and shall be provided in accordance with the requirements in the table in this subsection. The Building Frontage Buildout is the percentage of the lot width of where the principal building and/or parking garage shall be located at the front building setback closest to the street.
iv. Canopies, signs, awnings and balconies may encroach over the sidewalk where allowed by this Code. In no case shall an encroachment be located over an on-street parking or travel lane, nor shall the encroachment substantially interfere with street tree growth.

d. Height and Ground Floor Size
   i. Principal Buildings and Parking Structures
      a) The maximum height of a principal building or parking structure shall be as identified on the Greenville Sub-district Regulating Plan. The height is identified in feet.
      b) Multi-family developments are limited to forty-five feet in height. If roof top patio/seating is provided, maximum total height for multi-family development shall be fifty-seven feet.
      c) The height of a building or parking structure shall be measured from at grade to the tallest projecting element on the building or parking structure as provided in this subsection.
      d) Roof top seating areas shall be allowed on buildings. Shade structures, regardless if freestanding or attached to the building, if provided, shall count towards the overall total building height.
      e) Mechanical equipment, including screening mechanisms as required in Subsection II.B.5.d., Roof-mounted Equipment, and elevator penthouses shall be excluded from calculating the height of a building or parking garage.
      f) Live/Work developments designed and constructed within a common building (ground-floor commercial or other) shall maintain a minimum floor to ceiling height of fifteen feet for the ground floor. All other multi-story buildings can utilize any combination of height in feet per story as long as the overall height of the building does not exceed the maximum building height in feet for the number of stories proposed.
   ii. Accessory Buildings
   An accessory building shall not exceed fifteen feet in height.
   iii. Maximum Ground Floor Size
   There are no maximum ground floor size restrictions for the Greenville Sub-district.



Maximum Building Heights		
Ⓐ	Principal Building fronting on:	
	Parkway	105 feet – No max.
	Access Corridor	189 feet max.
	Neighborhood Connector	105 feet – No max.
	Internal	105 feet – No max.
Ⓑ	Ground Story	Live/Work uses require a minimum 15-foot ground story floor-to-ceiling height. Otherwise, no maximum per story, however shall not exceed the total height identified on the regulating plan
Ⓒ	Subsequent Stories	
Maximum Building Ground Floor		
Ⓓ	Principal Building(s)	No maximum

e. Parking

i. Intent

The intent of this section is to:

a) Manage parking so that it is convenient, efficient and supports an active and vibrant mixed-use environment;

b) Provide flexibility in the leasing of allowed uses, reuse of properties, and for redevelopment of sites; and

c) Encourage shared parking areas to meet the needs of multiple property owners, businesses and residential uses.

ii. Shared and On-Street Parking

a) Shared parking is preferred. Centralized parking locations throughout the Greenville Sub-district that permit people to park at convenient locations with ample parking to access multiple uses should be considered over individual parking areas on individual lots.

b) Shared parking areas shall be connected to businesses and residences with paved and landscaped pedestrian walkways.

iii. Off-Street Parking Requirements

a) Required On-Site Spaces. The construction of any new building or expansion of gross square footage of an existing building shall be required to provide on-site parking in accordance with the parking requirements provided in the table below.

Use	**Parking Required**
Adaptive Reuse	No additional spaces required
Data Center	1.0 space per 5,000 square feet
Hotel	• 0.75 space per guest room for full-service hotel • 0.5 space per guest room for other hotels
Live/Work Unit	• 0.5 space per dwelling unit • Non-Residential parking shall be based on non-residential parking ratios
Industrial, Manufacturing or Warehouse Uses < 5,000 square feet	No spaces required
Industrial, Manufacturing or Warehouse Uses ≥ 5,000 square feet	1.0 space per 1,000 square feet above the first 5,000 square feet
Institutional or Assembly Uses	1.0 space per every 3 persons accommodated
Non-Residential Uses not Listed < 5,000 square feet	No spaces required
Non-Residential Uses not Listed ≥ 5,000 square feet	1.0 space per 500 square feet above first 5,000 square feet
Residential • Multi-Family • Single-Family Detached • Townhome	 • 1.0 space per one bedroom unit/Studio 1.25 spaces per two bedroom unit 1.5 spaces per three or more bedroom unit • 2.0 spaces per dwelling unit • 2.0 spaces per dwelling unit
Restaurants	1.0 space per 300 square feet

b) Parking Spaces. Spaces shall be dimensioned and designed in accordance with the City's Parking Design Manual. Handicap accessible parking spaces shall be installed in accordance with State of Texas requirements.
c) On-Street Parking. On-street parking, located on the adjacent street(s) for the width of the property, may be used toward satisfying on-site parking requirements (where allowed by the applicable Street Typology and Streetscape Standards).
d) Public and Shared Parking. A Minor Modification may be requested to allow credit for available public parking or a shared off-street parking facility on another lot within 600 feet of the subject property, regardless of the shared parking being located in another Sub-district, to apply towards on-site parking requirements.
e) Off-Street Bicycle Parking. Bicycle parking shall be provided in accordance with the City's Bicycle Parking Ordinance and/or Policy, as adopted.

iv. Parking Structures
a) Parking structures shall not exceed the maximum building height as shown on the Greenville Sub-district Regulating Plan.
b) Parking structures shall have a façade design similar to surrounding buildings along the street front. If possible, parking structures should be located behind buildings to minimize their visibility from adjacent streets.
c) Where a parking garage must be located adjacent to a street:
1) The parking structure facades shall be designed with both vertical (changes in planes, columns, pilasters, etc.) and horizontal (aligning with horizontal elements along the block) articulation and the building materials shall be compatible with the material of the building the parking structure serves.
2) The parking structure shall be designed in such a way that motor vehicles and ramps on all parking levels are not visible from all adjacent public streets. Ramps shall not be located on the perimeter of the parking structure. Architectural screens shall be used to articulate the façade, hide parked vehicles, and shield the lighting inside the structure.
3) Public art can be used as an effective screening device for the garage.
d) Off-street below-grade parking may be built to the property lines but must be designed to allow landscape planting at grade as required by the Greenville Sub-district Street Typology and Streetscape Standards. No below-grade parking beneath a building shall be visible from the sidewalk or public open space.
e) Wayfinding signage should be provided to direct drivers to the parking structure.

v. Surface Parking
a) Off-street surface parking is preferred to be located behind or to the side of a building; however, where it is not feasible to locate parking behind the principal building, parking may be provided between the building and the street.
b) Adjacent to Special Sites
Off-street surface parking is prohibited along the Duck Creek Special Site identified on the Greenville Sub-district Regulating Plan for new development or redevelopment scenarios, or when expanding existing parking. This includes the area between the principal building and Duck Creek, extending the full width of the lot between side lot lines.

c) Landscaping for Surface Parking

All surface parking shall be landscaped and screened in accordance with the landscaping requirements provided in this subsection when new development or complete redevelopment occurs or when existing parking is expanded.

1) Parking Lots Visible from Required Sidewalks

A minimum ten-foot wide landscape area shall be provided between the sidewalk and parking lot. A minimum one three-inch caliper shade tree at planting, selected from the plant list in Subsection II.B.3.d.vi., Plant List, shall be provided within this landscape area at an average spacing of thirty feet but in no case shall trees be placed greater than forty feet apart. Additionally, a solid evergreen shrubbery hedge shall be provided minimum 36-inches in height at planting, selected from the plant list in Subsection II.B.3.d.vi., Plant List, to screen vehicle headlights and undercarriage. In lieu of the required evergreen shrubbery hedge, a Minor Modification may be requested to allow for the following to screen vehicle headlights and undercarriage provided the screening element is a minimum thirty-six-inch tall:

(a) Retaining wall;
(b) Berming; or
(c) A combination of retaining wall, berming, and/or evergreen screening hedge.

2) Interior Parking Lot Landscaping

(a) Each row of parking shall be configured so that there is a minimum ten-foot-wide landscape island with each run of eight parking spaces. A parking island shall be required on the end of each row of parking.
(b) Minimum three-inch caliper shade trees at planting, selected from the plant list in Subsection II.B.3.d.vi., Plant List, shall be provided internal to the parking lot at a rate of one street tree for every six parking spaces.
(c) A concrete, pavestone or mulch strip the width of the vehicle overhang shall be provided for parking spaces adjacent to a landscape area. This strip shall be measured from the face of curb to the edge of the landscape area adjacent to the parking space.
(d) Diamond tree wells may be used for interior parking lot landscaping in lieu of subsections (a) and (c) above if the parking lot is completely integral and internal to a development project (e.g. surface parking lot is internal to and surrounded by buildings).
    i. Diamond tree wells shall be provided throughout the parking lot at the rate of one diamond tree well for every ten parking spaces.

3) Additional Landscaping. Additional landscaping, where provided, such as shrubbery, ornamental trees and grasses, and groundcover/vines shall be selected from the plant list in Subsection II.B.3.d.vi., Plant List. Other materials may be used in combination with materials from the plant list, subject to landscape plan approval by the City.

4) Plant Health. All plant material shall be No.1 grade, free from plant diseases, have a healthy, normal root system, rounded branching pattern, and shall conform to the code of standards set forth in the current addition of the American Standard for Nursery Stock. Drought tolerant trees, plants and grasses are encouraged for meeting landscaping requirements.
5) Irrigation. Landscape material shall be irrigated by a mechanical underground system with operating rain and freeze sensors.
6) Maintenance
   (a) The property owner is responsible for maintaining the landscape in accordance with the approved landscape plan and all irrigation systems shall be maintained and operable.
   (b) Dying plant material, as determined by the City, shall be replaced in accordance with the approved landscape plan.

vi. Private Garage Parking for Residential Uses. Private garage parking for residential uses shall not be placed at street frontages or along Duck Creek and shall be placed at alleys or internal parking areas.
vii. Bicycle Parking. Bicycle parking shall be provided in accordance with the City's Bicycle Parking Ordinance and/or Policy, as adopted.

f. Public and Private Open Space Requirements and Landscape Buffers
   i. Application
      a) Public and private open space requirements and landscape buffers shall apply to new development or a complete redevelopment scenario.
   ii. On-Site Open Space Requirements
   Open spaces shall be provided for the enjoyment of persons and employees within the Greenville Sub-district. Amenities may include improved or unimproved areas that are suitable for gathering or active or passive recreational activities.
      a) If the open space provided is not publicly accessible, the minimum set aside for open space shall be 15% of the lot.
      b) If the open space provided is publicly accessible, the minimum set aside for the open space shall be 8% of the lot.
      c) Common outdoor space shall be appropriately designed for its public or private purpose. If designed for public use, it shall be highly visible from the public right-of-way and/or from Duck Creek and accessible to the general public. If designed solely for private use, it shall be centrally located and easily accessible to all individuals it is expected to serve.
      d) Outdoor recreational areas, pathways and trails should be illuminated.
      e) A development plan (site plan or concept plan) shall be submitted demonstrating how the open space requirement is being satisfied for an entire parent tract (development site) and may be approved if a minimum 50% of the required open space is constructed within the first phase of the project, with the remaining required open space being provided in subsequent phases.
      f) On-site open space requirements do not apply to:
         1) Adaptive reuse sites.
         2) Lots one acre or smaller unless subdivided from a larger parent tract resulting in a lot of one acre or smaller.

iii. Landscape Buffer for Properties fronting streets designated as Access Corridor, Neighborhood Connector or Internal on the Greenville Sub-district Regulating Plan shall provide a ten-foot wide landscape buffer, if one has not been provided as required in Subsection II.B.2.f.v.c).1)., Parking Lots Visible from Required Sidewalks.
   a) Within the required landscape buffer, a minimum one three-inch caliper shade tree at planting, selected from the plant list in Subsection II.A.3.d.vi., Plant List, shall be provided within this landscape area at an average spacing of thirty feet but in no case shall trees be placed greater than forty feet apart.
   b) Alternative landscaping that meets the intent of the landscape buffer described above may be permitted for lots one acre or smaller after review and approval by the city under Section IV.E, Minor Modification to Code.
   c) The required landscape buffer shall not count towards the minimum Public and Private Open Space Requirements required by Subsection II.B.2.g.ii, On-Site Open Space Requirements.
   d) Landscape Buffer requirements do not apply to adaptive reuse sites.

3. Street Typology and Streetscape Standards

a. Intent
   The Street Typology and Streetscape Standards provide for a cohesive streetscape along block faces, emphasizing the public realm with a consistent design theme throughout the Sub-district and enhancing the physical relationship between buildings and their adjacent streets. The standards also seek to take into consideration reuse of existing buildings and new construction.
b. Street Standards.
   i. All streets shall conform to the provisions of the Code. The Street Typology Standards (street cross sections) and Streetscape Standards (prototypical streetscape plans) shall be used in accordance with the Greenville Sub-district Regulating Plan. Refer to the regulating plan to identify the street name and type adjacent to the subject property and use the corresponding Street Typology and Streetscape Standards graphics on the following pages.
   ii. The preferred condition identified in the Street Standards is required to accommodate street improvements to existing streets and for design of proposed streets. A Minor Modification may be requested for review and approval of any alternate street design less than the preferred design standards.
   iii. Existing Streets. The regulating plan depicts existing streets within the Greenville Sub-district. Unless determined otherwise by the City, at such time when properties adjacent to the existing streets develop and/or redevelop, the property owner shall, in accordance with the applicable Street Typology and Streetscape Standards and for the distance adjacent to the property, dedicate to the City sufficient right-of-way (or equivalent) to accommodate the necessary street improvements. The City shall be responsible for constructing and maintaining the travel lanes, on-street parking, greenscape/furnishing zone including irrigation system, and sidewalk improvements at such time when determined by the City.

iv. Proposed Streets – Not Shown on Regulating Plan. Should a property owner want to construct a new street on their property and said street is not shown on the Greenville Sub-district Regulating Plan, the property owner shall:
   a) Design the street in accordance with one of the Street Typology and Streetscape Standards provided for in the Greenville Sub-district Street Typology and Streetscape Standards subsection (see graphics on the following pages);
   b) Construct the entire street section including travel lanes, on-street parking, greenscape/furnishing zone including irrigation system, and sidewalk improvements; and
   c) Dedicate a private street easement (or equivalent) that provides for vehicle and pedestrian public access. The property owner shall be responsible for maintaining the travel lanes, on-street parking, greenscape/furnishing zone including irrigation system, and sidewalk improvements required in a) and b) above. However, should the City decide to maintain the street improvements required in a) and b) above, then the property owner shall dedicate to the City sufficient right-of-way (or equivalent) to accommodate the street improvements.

v. All right-of-way dedication and street construction for all streets (existing and proposed) shall be in accordance with the City's Subdivision and Development Ordinance (Code of Ordinances, Chapter 21), as amended or its successors.

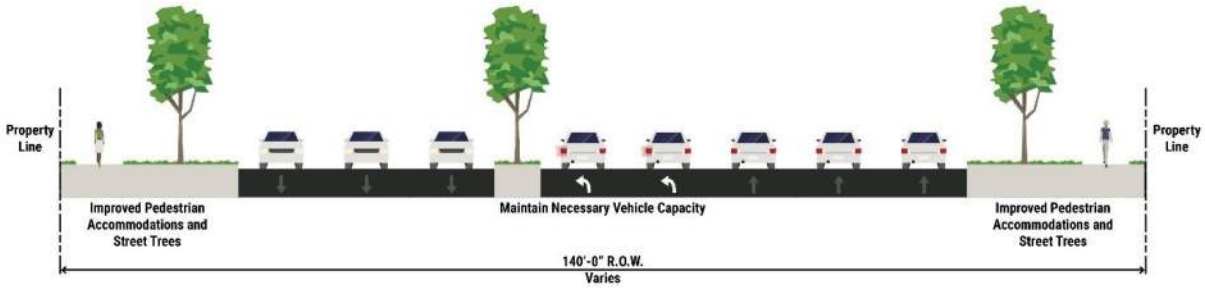
vi. Street Typology Standards (Street Cross Sections)

Access Corridor

Typical Characteristics
- Vehicle capacity priority
- Limited pedestrian accommodations
- Limited right-of-way on most corridors

Design Options
- Wider sidewalks and pedestrian amenities
- Increased street trees and streetscaping where possible

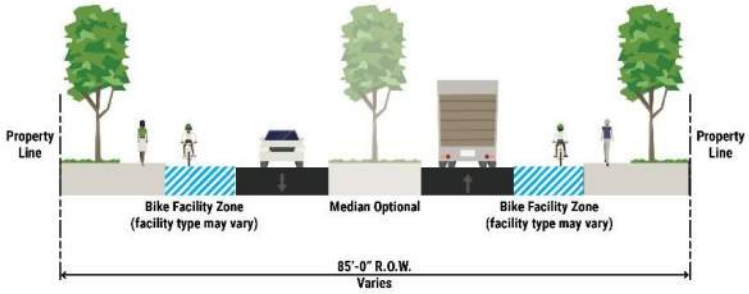
Campbell Road



Neighborhood Connector

Typical Characteristics
- Lower vehicle capacity priority
- Balance between cross-district mobility and local access

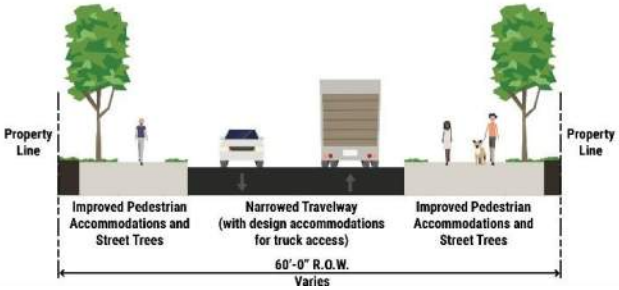
Design Options
- Increased bicycle and pedestrian separation from traffic
- Street trees where possible; could include landscaped median or midblock center islands
- Curb radii and intersection design to accommodate turning trucks



Internal

Typical Characteristics
- Wide travel lanes
- Limited pedestrian accommodations with some gaps

Design Options
- Wider sidewalks or shared-use paths
- Narrow travelway to increase street trees or other amenities to improve pedestrian comfort



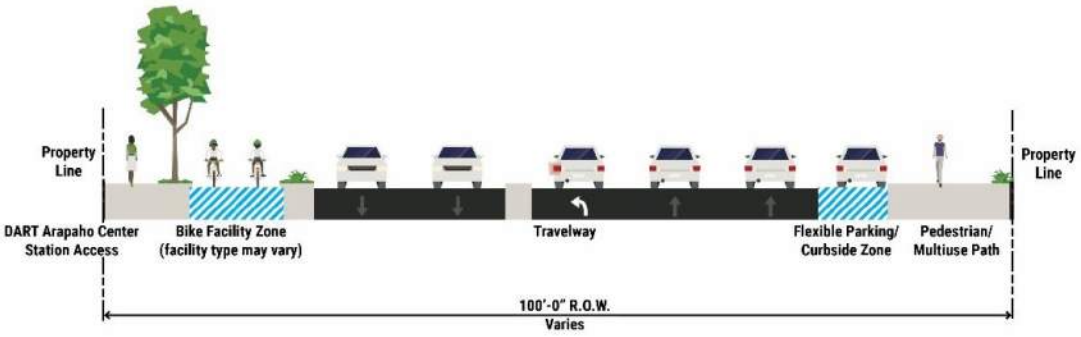
Parkway (Greenville Ave)

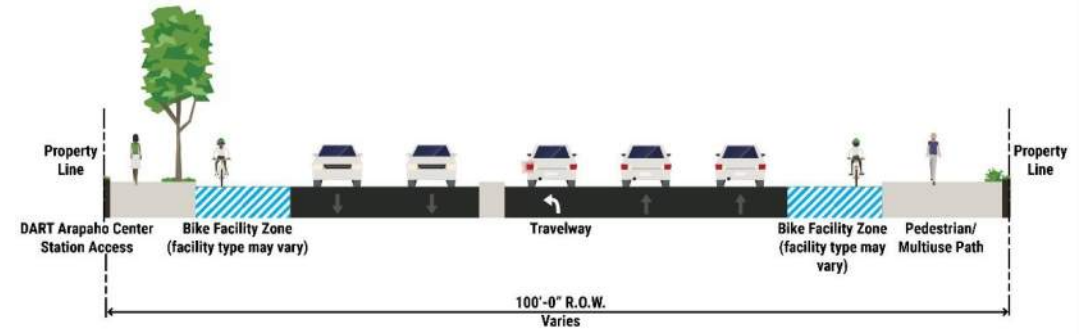
Typical Characteristics

- **Excess travel lane capacity**
- **Transit-oriented context opportunities**

Design Options

- **Repurpose travelway space for bikeway and pedestrian crossing options**
- **Greater physical separation for bikeway from adjacent travel volume and speed**





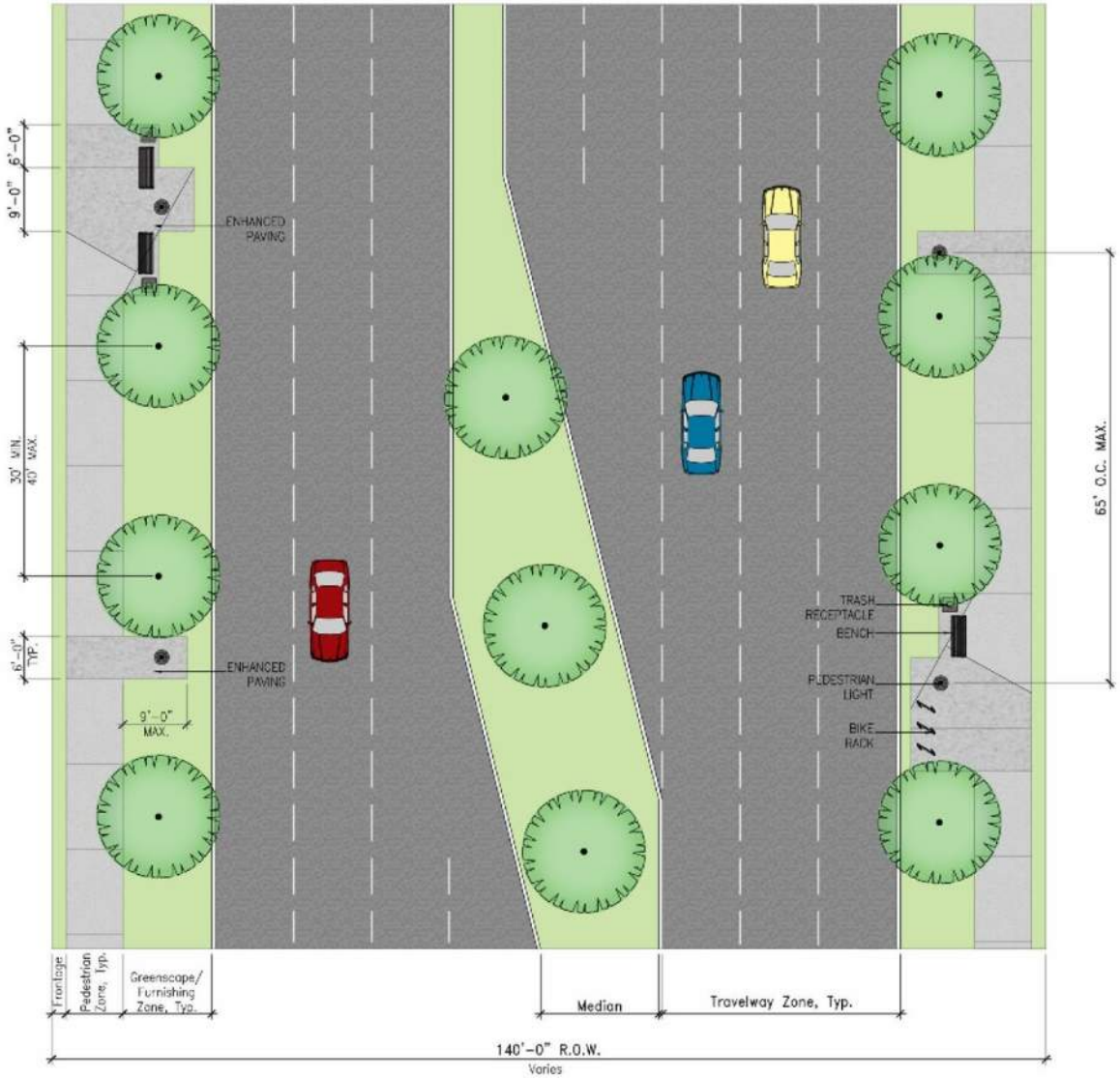
		Frontage		Pedestrian Zone		Greenscape/ Furnishing Zone		Bike Zone[1]		Travelway Zone	Median	
		Pref.	Min.	Preferred	Minimum	Pref.	Min.	Preferred	Minimum	Travel Lanes	Preferred	Minimum
	Access Corridor	2'	0'	8'	5'	5'	0'	10'-12' Shared-use Sidepath	N/A	10'-11' (4-6 lanes)	16'	14'
	Neighborhood Connector	2'	0'	6'	5'	5'	0'	7'-12' Buffered Bike Lane/ Cycle Track	5'-6' Bike Lane	10'-11' (2-4 lanes)	10'-16'	N/A
	Internal	2'	0'	6'	5'	5'	0'	N/A	N/A	10'-12' (2 lanes) *wider travel lanes may be preferred for heavy truck use	N/A	N/A
	Transitional	2'	0'	6'	5'	5'	0'	7'-12' Buffered Bike Lane/Cycle Track	5'-6' Bike Lane	10'-11' (2 lanes)	N/A	N/A
	Parkway (Greenville Ave)	2'	0'	6'-12'	5'	5'	0'	10'-12' Buffered Cycle Track	7'-12' Buffered Bike Lane	10'-11' (4 lanes)	14'-16'	14'
	Urban Mixed Use	2'	0'	8'	5'	6'	4'	N/A	N/A	10'-11' (2 lanes)	N/A	N/A
	Urban Neighborhood	2'	0'	8'	5'	5'	0'	N/A	N/A	10'-11' (2 lanes)	N/A	N/A

[1] Bicyclists' comfort levels decrease proportionally with increases in motor vehicle volumes and the speed of adjacent traffic. As a result, both traffic volume and traffic speed are important considerations when choosing an appropriate bikeway type for a given location. Buffered or protected bicycle treatments are preferred on roadways with speeds 30 mph or greater or when traffic volume exceeds 6,000 vehicles per day.

c. Street furnishings
   i. Placement
      a) Street furnishings shall be generally located within the greenscape/furnishing zone as provided for in the Greenville Sub-district Street Typology and Streetscape Standards (in Subsection II.B.3., Street Typology and Streetscape Standards), and in accordance with Subsection II.B.3.b., Street Standards. The following streetscape standards illustrate recommended dimensions for spacing of street furnishings, street trees, pedestrian lights and enhanced paving areas. Final location of street furnishings shall be determined by the City.
      b) Should a property owner install the street furnishings, then the street furnishings shall be shown on an approved site plan and landscape plan prior to installation.

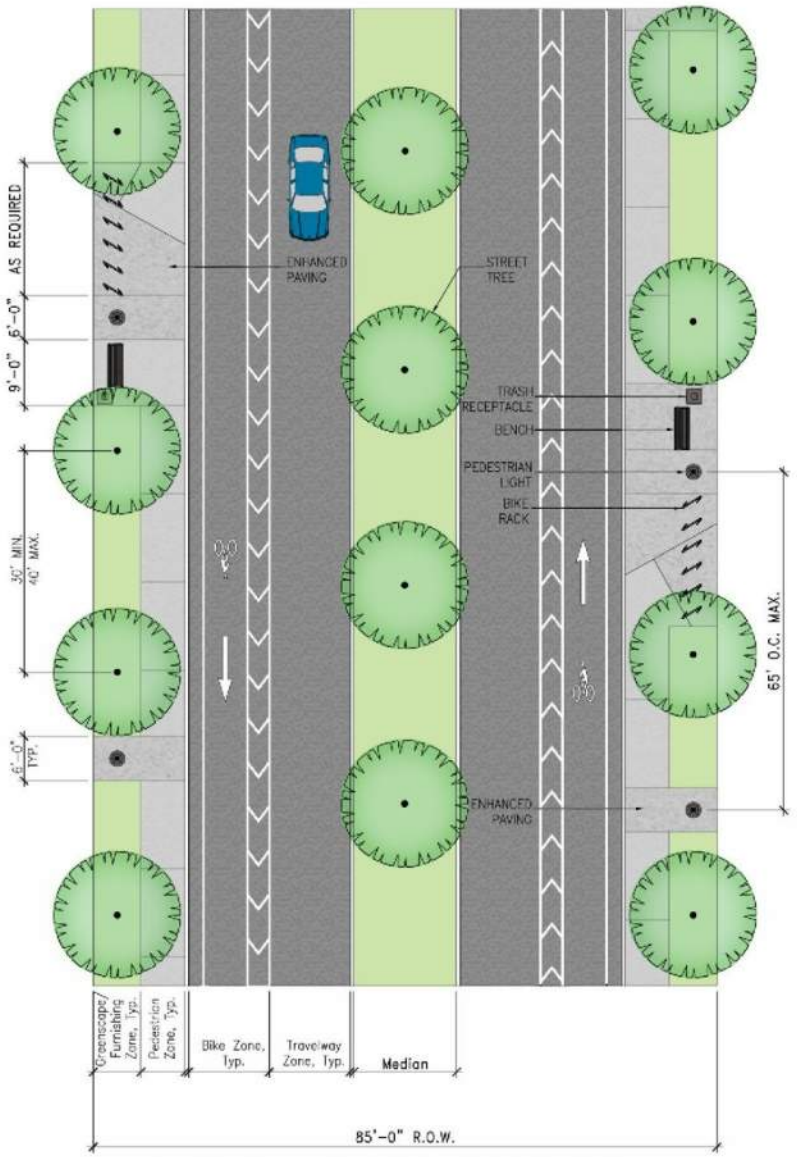
ii. Streetscape Standards (Prototypical Streetscape Plans)

ACCESS CORRIDOR – CAMPBELL ROAD



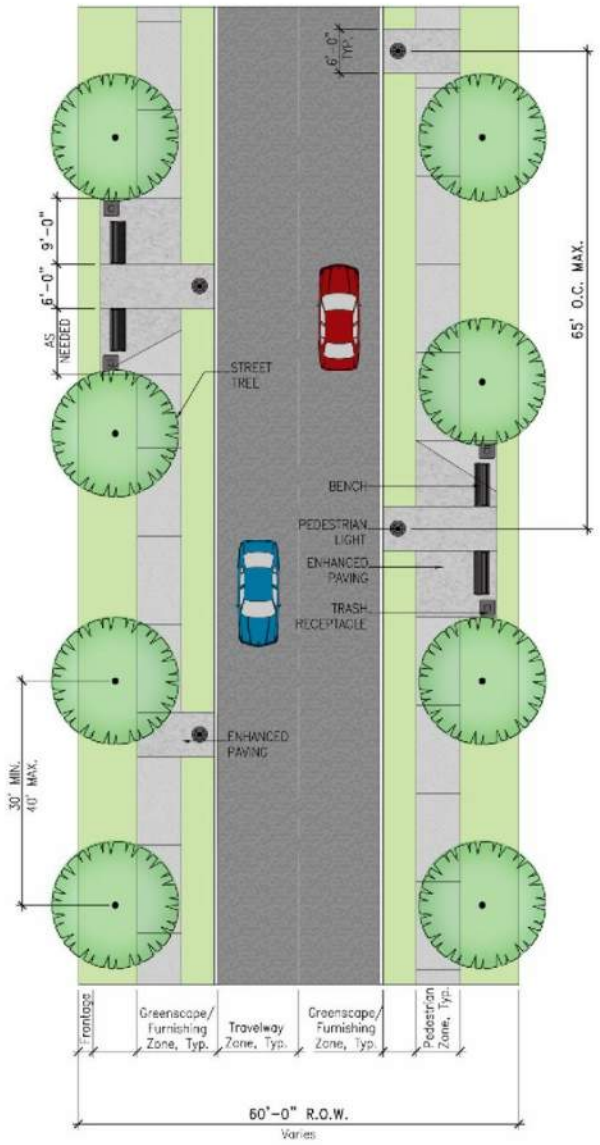
NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

NEIGHBORHOOD CONNECTOR



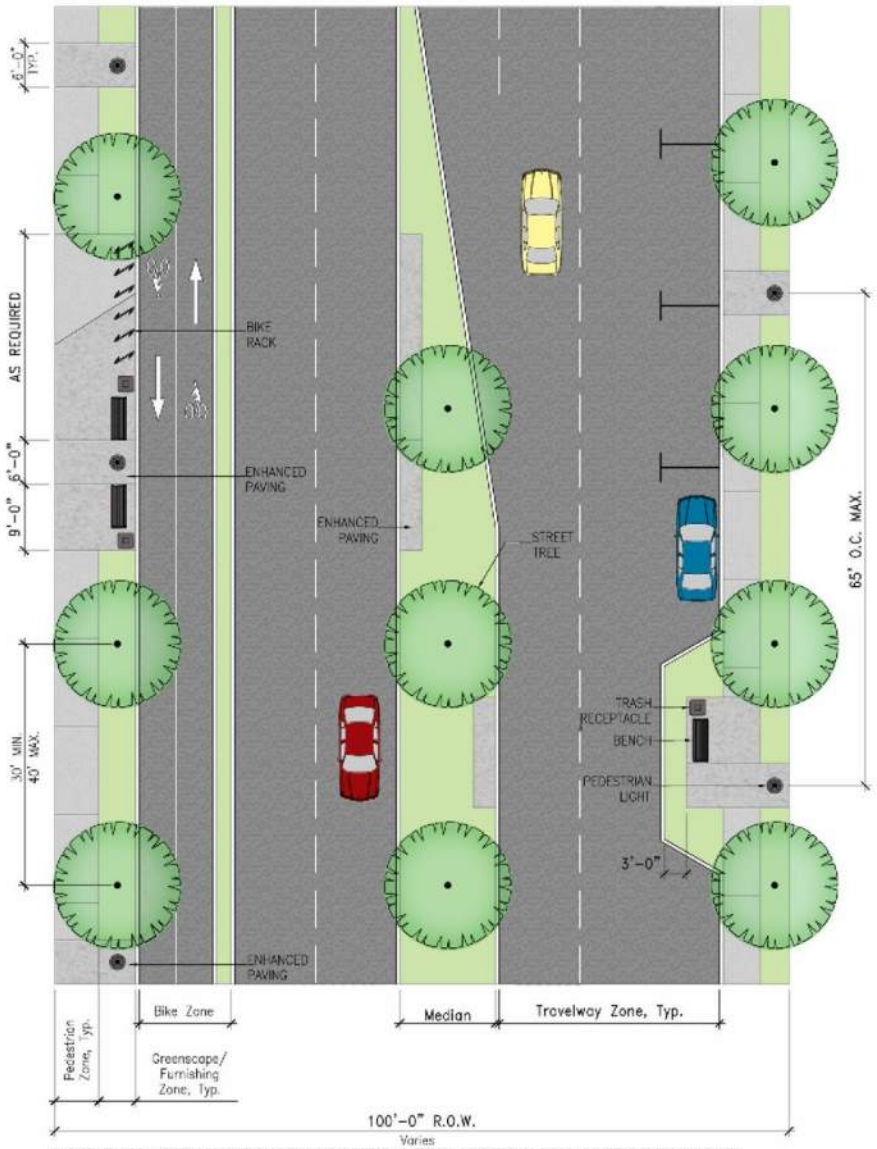
NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

INTERNAL



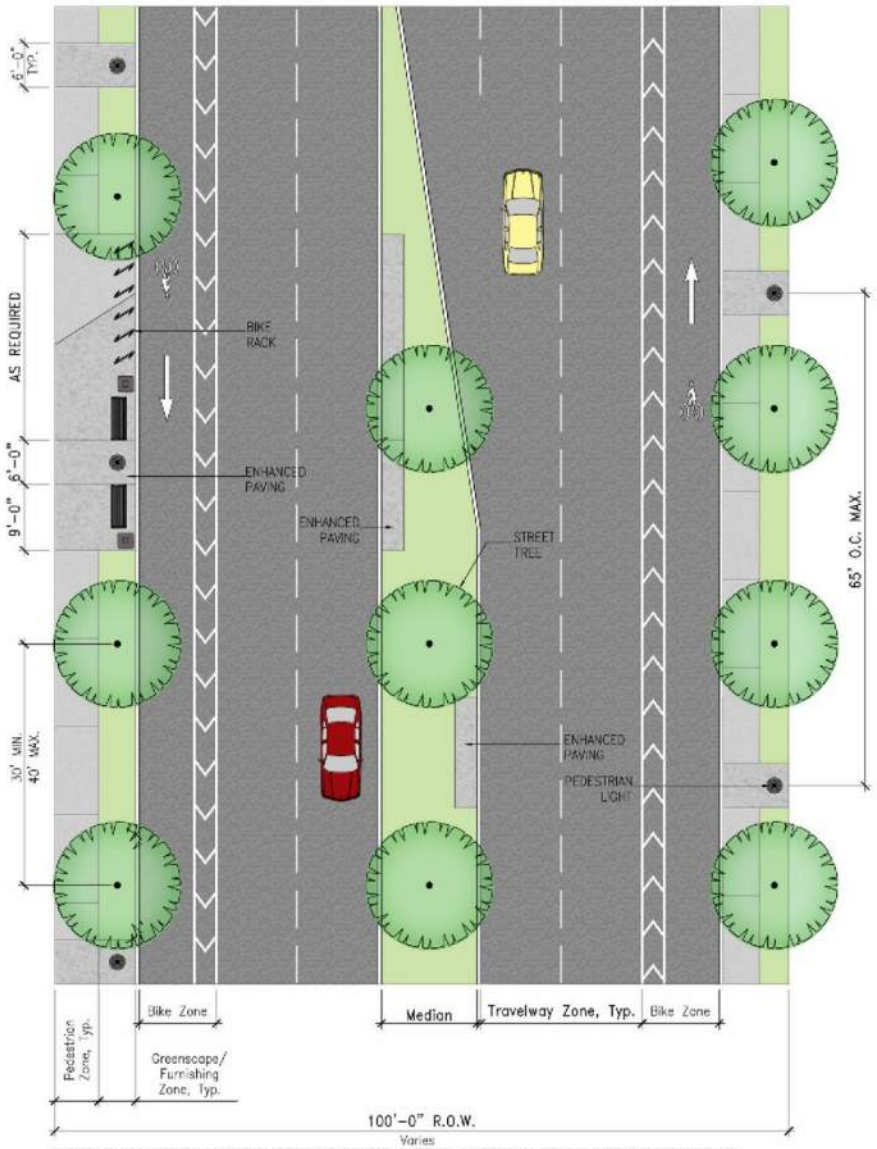
NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

PARKWAY – GREENVILLE AVENUE



NOTE: THE LOCATION AND WIDTH OF CENTRAL TRAIL VARIES ALONG GREENVILLE AVENUE. STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE. HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

PARKWAY – GREENVILLE AVENUE
(WITH BIKE LANES)



NOTE: THE LOCATION AND WIDTH OF CENTRAL TRAIL VARIES ALONG GREENVILLE AVENUE. STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE. HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

d. Landscape and Street Trees

Street trees shall be provided within the greenscape/furnishing zone.

i. Street Trees. Street trees shall be selected from the plant list provided in Subsection II.B.3.d.vi., Plant List. Trees other than those in the Street Tree list may be used in combination with the approved items, subject to landscape plan approval by the City.
   a) Planted within the required greenscape/furnishing zone as specified on each Street Typography and Streetscape Standards graphic (Streetscape Standards (Prototypical Streetscape Plans) in Subsection II.B.3.c.ii.
   b) Street trees are those listed below and shall be a minimum three-inch caliper and at least ten feet in height, single trunk (or minimum four-cane/two-foot diameter root ball for ornamental trees) at planting. Understory/ornamental trees may be considered when conflicts exist with existing underground or overhead utilities.
   c) Within the first three years from planting, tree branches shall be maintained at no less than six feet above the adjacent sidewalk and not less than ten feet above on-street parking space or travel lane.
   d) After three years from planting, trees shall be maintained at no less than seven feet above the adjacent sidewalk and no less than fourteen feet above on-street parking space or traffic lane.

ii. Additional Landscaping. Additional landscaping, where provided, such as shrubbery, ornamental trees and grasses, and groundcover/vines, shall be selected from the plant list in Subsection II.B.3.d.vi., Plant List. Other materials may be used in combination with materials from the plant list, subject to landscape plan approval by the City.

iii. Plant Health. All plant material shall be No.1 grade, free from plant diseases, have a healthy, normal root system, rounded branching pattern, and shall conform to the code of standards set forth in the current addition of the American Standard for Nursery Stock. Drought tolerant trees, plants and grasses are encouraged for meeting landscaping requirements.

iv. Irrigation. Landscape material shall be irrigated by a mechanical underground system with operating rain and freeze sensors. Irrigation systems provided within the greenscape/furnishing zone shall be installed and maintained as provided in Subsection II.B.3.b. Street Standards. Irrigation systems for all other landscaping material shall be installed by the property owner.

v. Maintenance.
   a) Except as provided in Subsection II.B.3.b. Street Standards, the property owner is responsible for maintaining all landscaping material in accordance with the approved landscape plan and all irrigation systems shall be maintained and operable.
   b) Except as provided in Subsection II.B.3.b. Street Standards, dying plant material, as determined by the City, shall be replaced by the property owner in accordance with the approved landscape plan.

vi. Plant list

a) Street Trees (minimum 3-inch caliper)
Allee Elm, *Ulmus parvifolia 'Emer II'*
Autumn Blaze Maple*, Acer freemanii*
Cathedral Live Oak, *Quercus virginiana*
Cedar Elm, *Ulmus crassifolia*
Homestead Elm, *Ulmus* 'Homestead'
Locust / Shademaster Locust, *Gleditsia triacanthos*[6]
October Glory Maple, *Acer rubrum 'October Glory'*
Red Maple, *Acer rubrum*
Shantung Maple, *Acer truncatum*
Shumard Red Oak, *Quercus shumardii*[7]
Shade Master Locust, *Gleditsia triacanthos 'Shademaster'*

b) Understory/Ornamental Trees (minimum four-cane/2-foot diameter root ball)
Roughleaf Dogwood, *Cornus drummondii*
Yaupon Holly, *ilex vomitoria*
(female only such as 'Pride of Houston' or 'Will Fleming')
Deciduous Holly, Warren's Red, *ilex decidua* (female only)
Crape Myrtle, *Lagerstromia indica*
Mexican Plum, *Prunus mexicana*
Mexican Redbud, *Cersis canadensis var. mexicana*
Oklahoma Redbud,*Cersis reniformis 'Oklahoma'*
Texas Redbud, *Cersis canadensis var. texensis*
American Smoke Tree, *Cotinus obovatus*
Vitex, *Vitex negundo 'Heterophylla'*
Desert Willow, *Chilopsis linearis*

c) Shrubs for Screening (minimum 36-inches tall)
Dwarf Nandina, *Nandina domestica nana*
Dwarf Burford Holly, *Ilex cornuta 'burfordi nana'*
Abelia Grandiflora, A*belia grandiflora*
Red Yucca, *Hesperaloe parviflora*
Texas Sage, *Leucophyllum frutescans*
Indian Hawthorn, *Raphiolepsis indica*
Native Sumac, *Rhus typhina*
Dwarf Crape Myrle, *Lagerstromia indica 'nana'*
Dwarf Yaupon Holly, *Ilex vomitorria 'nana'*

d) Groundcover/Vines (minimum 1 gallon unless otherwise noted)
Asian Jasmine, *Trachelosperum Asiaticum coloratus* 4" pot, heavily rooted, full
Purple Winter Creeper, *Euonymus* 4" pot, heavily rooted, full
Santolina, *Santolina virens*
Cross Vine, *bignonia capreolata*
Coral Honeysuckle, *Lonicera sempervirens*
Purple Honeysuckle, *Lonciera japonica 'purperia'*
Virginia Creeper, *Parthenocissus quinquifolia*
Lady Banks Rose, *Rosa banksiaw lutea*

[6] Locust trees have a problem with reflected heat when young; trunk should be wrapped during early stages.
[7] Should provide a limited root barrier to direct spreading roots downward.

Wisteria, *Wisteria sinensis* 5 gallon container
Vinca (major), *Vinca major* 4" pot, heavily rooted, full
Common Bermuda, *Cynodon dactyton*
Fescues, *Festuca rubra*
Buffalo Grass, *Buchloe dactyloides*

e) Ornamental Grasses
Gulf Muhly Grass – *Muehlenbergi a lindheimeri*
Feather Reed Grass
Mexican Feather Grass
Miscanthus
Indian Grass
Purple Autumn Grass
Or other Grass as approved by City Manager or designee

4. Architectural Standards

a. Intent

The Greenville Sub-district is envisioned as a unique, lively and active mixed-use district of varying building designs, sizes and densities, that is both walkable and bikeable, that compliments the success of the planned developments on the west side of North Greenville Avenue. Within the Greenville Sub-district, building designs should be comprised of simple, clean shapes and forms, and may include the integration of modern building materials to provide individual building identity. Redevelopment of existing building structures or sites will allow for new infill development with the potential for larger building mass to ensure maximum development opportunity. New buildings should utilize building elements and details to achieve a pedestrian-oriented public realm. Additionally, exterior façade wall articulation and rhythm and building placement is also important for the identification of businesses, residential buildings, pedestrian scale and Sub-district identity.

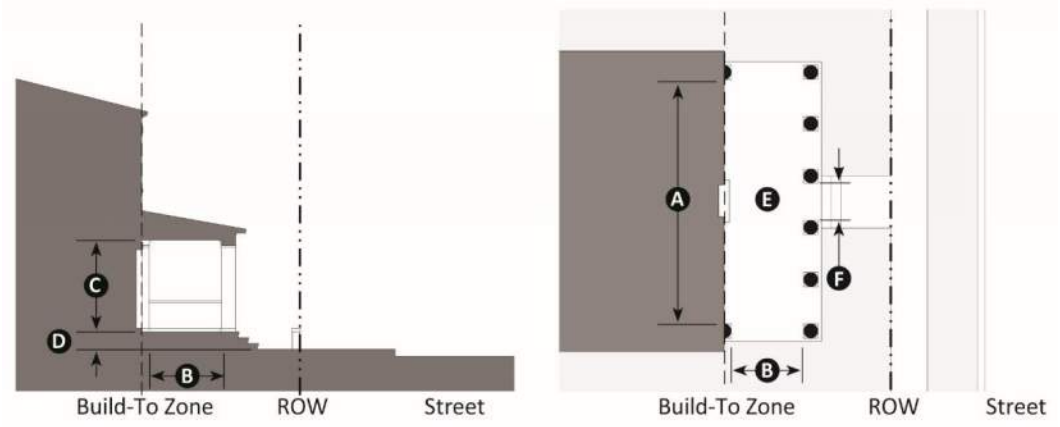
b. Building Articulation

Where the building faces a public street or public open space:

i. Buildings shall demonstrate both horizontal and vertical articulation.
ii. Building facades longer than fifty feet shall have their continuous facades broken up into smaller areas through the use of varying façade setbacks, arcades, awnings, canopies and/or architectural features such as plazas, towers elements, bay windows, balconies, columns or other means every twenty to forty feet.
iii. Buildings shall not exceed 250 feet in length without an unconnected physical separation of at least fifteen feet in width between another building. A covered pedestrian walkway may be provided in the building separation area that creates a walkable connection to residential and parking areas behind commercial and retail mixed-use frontage buildings.
iv. Balconies may extend over the sidewalk provided that they maintain a minimum ten feet of clearance above the sidewalk and do not substantially interfere with street tree growth.

c. Residential At-Grade Entrances
   i. All residential units within four feet of grade shall include a primary front door entrance into the unit or outdoor living space which is accessed from the adjacent minimum required sidewalk per the applicable Greenville Sub-district Street Typology and Streetscape Standards in Subsection II.B.5. Primary entry doors shall be swing doors and shall include glass and full operating hardware on the outside of the door. Sliding doors or garage type doors shall not be permitted.
   ii. Structured parking for residential buildings shall be screened as stated in (Parking Structures Subsection II.B.2.f.iv.).
   iii. The minimum finished floor elevation for grade-level units shall be located a minimum of eighteen inches above the elevation of the adjacent minimum required sidewalk per the applicable Greenville Sub-district Street Typology and Streetscape Standards and shall include a minimum twenty square-foot stoop (i.e. stoop frontage).
   iv. Residential units shall include windows which provide residents a view of the street, sidewalk, or public or private open space.
   v. Lobbies to upper stories shall have an identified primary entry from the minimum required sidewalk per the applicable Greenville Sub-district Street Typology and Streetscape Standards.
   vi. Balcony railings shall be minimum 50% open or transparent, and constructed of glass or metal.

vii. Porches
   a) Porches may be projecting or integrated into the primary entry of a building.
   b) Encroachment into Build-to Zone along Greenville Avenue – refer to Subsection II.B.2.d, Building Placement.



Projecting Porch



Engaged Porch

Ⓐ	Width	8 feet Min.
Ⓑ	Depth	6 feet Min.
Ⓒ	Height	8 feet Min.
Ⓓ	Finish Level Above Sidewalk	18 inches Min.
Ⓔ	Floor Area	48 sq. ft. Min.
Ⓕ	Sidewalk Width	3 foot Min.

d. Non-Residential At-Grade Entrances
   i. Primary entrances to buildings shall be located on the street(s) along which the building is oriented.
   ii. At intersections, corner buildings may have the primary entrances oriented at an angle to the intersection to address both street frontages.
   iii. Secondary and service entrances may be located from alleys, trails, open spaces or internal parking areas.
   iv. Porches, stoops, eaves, awnings, blade signs, arcades, colonnades and balconies should be used along commercial storefronts.
   v. Except where parking or vehicle drive aisles are provided between the building and the minimum require sidewalk per the Greenville Sub-district Street Typology and Streetscape Standards in Subsection II.B.3.b. Street Standards, non-residential uses which are at-grade and fronting on a street, shall:
      a. Have a minimum 60% of the ground floor façade comprised of window area. Ground floor is defined as that portion of a building from the street-level finish floor elevation and extended twelve and one-half feet above the street-level finish floor elevation.
      b. Have all primary entries covered with awnings, canopies or be inset behind the front façade a minimum six feet. A door shall not be permitted to swing into a public-right-of-way or minimum sidewalk area.

e. Building Walls
   i. Materials
      Each exterior wall shall comply with the following materials requirements:
      a) Primary Materials (≥75%)
         1) Masonry
         2) Stone
         3) Glass
         4) Finished concrete
         5) Ventilated façade systems
         6) Metal cladding or panels
      b) Secondary Materials (≤ 25%)
         1) Stucco
         2) Fiber cement panels
      c) Accent Materials (≤5%)
         1) Pre-cast stone
         2) Other as permitted by the building code and subject to City Manager or designee approval
   ii. Techniques and Configurations
      a) Blank facades are prohibited fronting along a street public open space in lengths greater than twenty linear feet. Design treatments to eliminate blank facades are subject to City Manager or designee approval based on the ability to enhance the pedestrian and visual environment and can include items such as transparent windows and doors, display windows and/or awnings.
      b) All elevations visible from the street or public open space shall be designed as building “fronts”. Buildings occupying corner lots have two street frontages and each façade shall be treated with equal design attention.

c) In buildings which have more than one material, the "heavier" material should go below the "lighter" material (e.g. a curtain wall upper story with a stone base).
d) Buildings should have window head and sill details, which utilize either projecting elements or materials of a contrasting color and texture and highlight the window treatment.
e) Where visible to the public, the rear of buildings and/or service areas should be the same material and finish as the rest of the building.

f. Roofs and Parapets

It is anticipated that the majority of roof types within the Greenville Sub-district will be flat based on allowable use types. These roof types provide an opportunity for roof-top dining, entertaining, or outdoor pubs and gathering spaces. Roof top plazas are encouraged as well as green roofs.

i. Materials
a) Roofs may be constructed of any material that is permitted by applicable building codes.
b) For flat roofs, "Green Roofs" are encouraged and may be used in lieu of any other roofing material

ii. Techniques and Configurations
a) Rooflines shall be interrupted with varying heights or other architectural elements to break up the building profile.
b) If sloping roofs are incorporated, two more sloping planes are encouraged.
c) Roof penetrations (fans, exhaust, vents, etc.) must be finished and screened in accordance with Subsection II.B.5.d, Roof-mounted Equipment.

g. Windows, Doors, Awnings and Canopies

Windows lining a building facade establish the scale and rhythm of the streetscape for pedestrians. This scale is controlled by the placement, type and sizes of windows. For commercial buildings, windows allow for goods and customers to be viewed, thus creating interaction between the building and public realm. For residences, they control the balance of private and public space and can act as surveillance portals for safety and security concerns.

i. Windows
a) Materials
1) Anodized aluminum, Kynar paint or similar finish, vinyl or other metal.
2) Where windows are provided at the ground floor, a minimum 60% visible light transmittance is preferred. However, windows having a visible light transmittance less than 60% may be allowed in order for the windows to satisfy building code requirements related to energy efficiency, provided that the windows maximize, to the extent possible, the visible light transmittance desired for non-residential uses at the ground floor level for urban streetscape environments to maximize the visibility of the interior activities of the building.
3) Window screens shall match the building frame material color or shall be dark anodized. Window screens shall be prohibited on ground floor non-residential buildings.

4) At the ground floor level:
   (a) Windows shall not be made opaque by signage or other application treatments, except as allowed in Section III, Signage. However, interior sunscreens or blinds shall be permitted.
   (b) Black glass, opaque glass and other "false window" techniques are prohibited.
   (c) Mirrored glass is prohibited where windows are visible from a public street or public open space. A Minor Modification may be requested to allow mirrored glass for uses that demand higher levels of security.

ii. Doors
   a) Materials
      1) Wood, clad wood, anodized aluminum, glass and/or metal
   b) Techniques and Configurations
      1) Service, security or garage doors shall not be placed at street frontages; however, these entries may be placed at alleys or internal parking areas.

iii. Awnings and Canopies
   a) Materials
      1) Metal, canvas, or glass
   b) Techniques and Configurations
      1) Minimum eight-foot clearance above sidewalks.
      2) Shall be constructed in such a way as to be durable and consistent with the architectural character of the building.
      3) When used, shall be located as to provide shading for exterior windows and doors and shall cover the entire width of the window opening or groups of windows.

h. Exterior Lighting
   i. Intent.
      a) Exterior illumination of building walls, landscaping, walkways, public art, and parking areas should be incorporated into the development to provide an opportunity to highlight unique architectural characteristics. Suspended cable lights may be used for animating and down-lighting pedestrian passages, open structures, outdoor dining areas, mews, and other exterior locations. Lighting systems should be provided that enhance the public realm and create a positive and safe pedestrian experience.
      b) Lighting should be adequate to deter crime while controlling intensity that can rob night vision and create light pollution. Additionally, controlling light glare and light spilling onto adjacent properties will add to the quality of the Sub-district. Equipment and lighting fixtures should be weather resistant and durable to minimize maintenance.
   ii. Materials
      a) Permitted Exterior Lighting
         1) LED
         2) Halogen
         3) Metal Halide
         4) Incandescent
         5) Compact fluorescent
         6) Neon lighting may be permitted subject to review and approval of a Minor Modification.

b) Prohibited Exterior Lighting
   1) High-intensity discharge (HID)
c) LED strip type lighting may be used; however, the LED strip shall not be visible from a public street, trail or public open space, or from adjacent properties.
d) A Minor Modification may be requested for review and approval of additional lighting elements comparable to the above list of Permitted Exterior Lighting and consistent with the intent of this subsection.

iii. Standards
a) Lighting levels shall comply with the standards for glare set forth in Article XXII-B Performance Standards, Comprehensive Zoning Ordinance, as amended or its successors.
b) Lighting shall be directed downward. Up-lighting of building walls is prohibited.
c) Lighting of signage, parking and pedestrian walkways is to be controlled or narrowly focused.
d) Placement and shielding of light sources shall be done to limit visual impact. Full cut-off metal fixtures are required.
e) Distracting, flashing, traveling or animated lighting is not permitted.

i. Outdoor Seating Areas or Residential Yards

Outdoor seating areas (including patios and roof-top areas) are allowed and may be partially or fully enclosed (except where noted) in accordance with the requirements below. These requirements are not intended to prohibit the use of patio umbrellas.

i. Permanent Outdoor Seating Areas or Residential Yards:
a) May be allowed as an accessory structure and shall be architecturally consistent with the primary building it is serving.
b) May be placed between the established building line and right-of-way line.
c) Shall not encroach into the minimum required sidewalk per the applicable Greenville Sub-district Street Typology and Streetscape Standards (Section II.B.3.)
d) May be enclosed by a perimeter fence and/or wall which shall be constructed of tubular steel, wood, masonry and/or a combination thereof, and shall not exceed forty-two inches in height. A Minor Modification may be requested for review and approval of additional materials or fence heights consistent with the intent of this subsection.
e) Shall also be a minimum 50% open or transparent.
f) When located in a front yard, shall not be partially or fully enclosed for residential uses, except if the seating area is located on a rooftop.
g) Shall comply with building and fire codes.
h) Shall be maintained in good condition free from damage including but not limited to tears, cuts, rips, holes, stains, cloudiness appearance or other dilapidation.
i) Shall be subject to site plan review and approval.

ii. Temporary or Pop-Up Outdoor Seating Areas
a) Outdoor seating areas which are not actively utilized on a frequent basis shall be considered temporary or pop-up in nature. As such, the City may approve a Minor Modification to allow the temporary or pop-up outdoor seating area for the location identified by the applicant.

j. Fences/Screening Walls
Fences and screening walls are allowed in accordance with the requirements below. Additionally, except as listed in this Code, fencing and screening walls shall comply with Chapter 6, Buildings and Building Regulations and Chapter 22. Traffic of the City's Code of Ordinances, as amended or its successors. Fences and screening walls:
   i. Shall not be placed between the established building line and right-of-way line (except as noted in vii.a). in this subsection).
   ii. Shall not be placed within the front yard building setback.
   iii. May have a vehicle ingress/egress gate provided that the gate is setback a minimum twenty feet from the right-of-way line. Such gate shall not open outward towards the right-of-way.
   iv. Shall be constructed of wood, tubular steel, masonry, or other materials as approved by the City Manager or designee, and/or combination thereof. Materials shall not be used which are not intended for fence use. Additionally, the following materials are prohibited: vinyl, chain-link (including but not limited to galvanized, powered or vinyl coated), barbed-wire, or razor wire.
   v. Shall not exceed eight feet in height.
   vi. Shall be constructed so that the finished side of the fence or screening wall which is visible from streets and/or public open spaces, will face outward.
   vii. When used for perimeter security fencing for uses that demand higher levels of security, a Minor Modification may be requested to allow fencing to be:
      a) Placed between the established building line and right-of-way line.
      b) Located within the front yard building setback.
      c) When located between the established building line and the right-of-way, the following shall apply:
         1) Shall be a minimum 50% open or transparent.
         2) Shall be constructed of tubular steel or other similar material as approved by the City Manager or designee.

5. Mechanical, Service Areas and Utilities

a. Intent. Loading and outdoor storage areas, mechanical and rooftop equipment, refuse storage containers and utility accessories shall be screened to reduce the visual impact of these elements on adjoining properties and public rights-of-way in accordance with the Code. Properties shall be exempt from Section 21-47. Screening and Open Space of Chapter 21 Richardson Subdivision and Development Ordinance, as amended or its successors.
b. Loading Docks/Areas
   i. Off-street loading docks/areas for non-residential uses fronting a street shall be screened in accordance with the following:
      a) Solid metal gates;
      b) Masonry screening walls (minimum eight feet tall) architecturally consistent with the principal building on the site;
      c) Overhead doors; or
      d) Any combination of the above.

c. Outdoor Storage
   i. Outdoor storage areas as an accessory use shall be located behind a principal building and shall be screened from view of streets, public open spaces, trails and adjacent properties. Screening shall consist of the following:
      a) Masonry walls (minimum six feet tall, maximum eight feet tall) architecturally consistent with the principal building on the site;
      b) Tubular steel fence (minimum six feet tall, maximum eight feet tall) with an irrigated, solid landscape screen consisting of evergreen variety trees and/or shrubs maintained at a minimum height of six feet within two years of planting; or
      c) Any combination of the above.
   ii. Materials, equipment or commodities shall be stacked no higher than the height of the screening mechanism (maximum eight feet tall).
   iii. If the area behind the principal building is adjacent to Duck Creek, outdoor storage may be moved to the least conspicuous area of a side yard.
   iv. Outdoor storage as a primary use is prohibited.

d. Roof-mounted Equipment
   i. All roof-mounted equipment, including fans, vents, and air conditioning units and cooling towers, shall be screened to eliminate the view of the equipment.
   ii. The height of the screening device shall be the height of the tallest element of roof-mounted equipment.
   iii. A parapet or architectural design element on a building may screen mechanical equipment; however, the parapet shall not exceed the maximum building height allowed in the Greenville Sub-district. Mechanical equipment taller than the parapet or architectural design element shall be screened by an additional screening device to achieve the required screening.
   iv. The outside of the screening device shall be painted or finished in a similar color to the building façade, trim or roof surface.

e. Dumpsters
   Any dumpsters, compactors, grease dumpsters, recycling dumpsters or any other waste or garbage containers, or combination thereof (herein after referred to as “containers”) located outside an enclosed building, shall be sited and screened in accordance with the following:
   i. Containers shall be located on a concrete pad that is enclosed on three sides with minimum six-foot tall masonry walls; the exterior of the masonry walls shall be architecturally compatible in design to the primary buildings on the site using common colors and building materials.
   ii. Containers including the required masonry screening walls shall not project into or be located within a required front yard. Containers may be located in a rear yard or interior side yard.
   iii. Containers must be fully serviceable. If serviced from an alley, fire lane or other means of access, the container placement must be sited in accordance with the City’s Dumpster/Compactor Pad Detail. Dumpsters may also be serviced at the end of an access driveway/fire lane (i.e. head-in at the end of the drive).
   iv. Screening is not required if containers are otherwise screened from view by intervening buildings.

v. A Minor Modification may be requested to allow for alternate container placement standards in order to accommodate servicing the container if it is not feasible to site the container in accordance with the requirements of this subsection. Screening requirements shall not be waived.

f. Ground-mounted Equipment, Utility Meters and Other Utility Apparatus
   i. Ground-mounted equipment (including air conditioning units, generators and mechanical equipment), utility meters and other utility apparatus (including transformers), should be located to the rear of the structure or to the side of the structure in a designated utility or service yard.
   ii. Ground-mounted equipment (including air conditioning units, generators and mechanical equipment), utility and other utility apparatus (including transformers) shall be screened from the view of public streets, public open space and trails. Screening is not required if equipment is otherwise screened from view by intervening buildings.
   iii. Screening shall meet minimum clearances required by affected utility companies. Screening methods include:
      a) Landscaping, including trees or evergreen shrubbery;
      b) Masonry walls architecturally consistent with the principal building on the site;
      c) Tubular steel fence in conjunction with evergreen shrubbery; or
      d) Other material subject to review and approval of a Minor Modification consistent with the intent of this subsection.

g. Wall-mounted equipment.
   Wall-mounted equipment, including meters (such as banks of electric meters) shall be screened from the view of public streets, public open space and trails. Screening is not required if equipment is otherwise screened from the public view by intervening buildings or parameter fencing. Screening shall meet minimum clearances required by affected utility companies. Screening methods include:
   i. Landscaping, including trees or evergreen shrubbery;
   ii. Masonry walls architecturally consistent with the principal building on the site;
   iii. Tubular steel fence in conjunction with evergreen shrubbery;
   iv. Other material subject to review and approval of a Minor Modification consistent with the intent of this subsection; or
   v. Wall-mounted screening devices, such as cabinets, which are architecturally compatible with the building façade that the device is mounted on.

6. Residential Zoning District Adjacency

Properties shall be exempt from Section 21-47. Screening and Open Space of Chapter 21 Richardson Subdivision and Development Ordinance, as amended or its successors.

7. Signage

Signage, where provided, shall be in accordance with Section III, Signage herein the Code.

C. Station Area

The vision for the Station Area Sub-district is to position the DART Arapaho Center Station as a high density, transit-oriented, mixed-use gateway to the Innovation District by increasing flexibility to maximize development potential around the station. The Sub-district will encourage efficient, compact land use patterns and will be highly walkable and bikeable to connect residents and employers to jobs and amenities and further capitalize on the Sub-district's light rail and bus transit assets. Greenville Avenue will be redesigned to function as a multi-modal signature street with active ground-floor uses fronting the station. High quality building design and construction materials are encouraged that will support existing and new business uses, promote new residential uses, and bring a wider range of service, support and activities to the Sub-district.

1. Regulating Plan

The Station Area Regulating Plan on the following page shall apply to all properties within the Station Area Sub-district.

a. Special Sites
   i. Within this Regulating Plan are "Special Sites" which identify various types of open spaces, activation or amenities for which a special development plan may be appropriate during development/redevelopment. This includes:
      a) Kansas-City Southern Railroad: This railroad connects the District to the University of Texas at Dallas. If this line were to become inactive, this railroad corridor is envisioned to become a key infrastructure, trail and/or transportation corridor between the District and the University.
      b) Abandoned Rail Spur: This spur, located south of E. Arapaho Road, is envisioned to serve as a key east-west trail connection with the encouragement of trail-oriented design for adjacent properties.

b. Public Parking Plan
   i. Intent
      Public parking is important for supporting businesses, residences, DART and other property owners within the Station Area Sub-district and helps contribute to the success and vitality of an area by allowing visitors to "park once," and walk to multiple destinations. It also allows for a sustainable practice of multiple users benefiting from a shared parking area. Public parking is intended to supplement a development's required parking but may also be available to help to satisfy required parking standards, where permitted by the Code.
   ii. The graphic on the following page identifies a recommended area for public parking in the Station Area Sub-district. This location is conceptual only and represents an approximate location. Public parking may be accomplished through a public/private partnership. Incentives may be available to property owners who participate in a public/private partnership.

c. Public Open Space Plan
   i. The pedestrian orientation and compact organization of the Station Area Sub-district make the design of public spaces critical. Creating active public spaces where people have the opportunity to organize, such as public outdoor market or festival, or informally gather, such as to pursue leisure or social activity, are both necessary and desirable. Public open spaces can offer special gathering places, focal points or vistas through proper design. The site design, including the arrangement of buildings, streets and open spaces, should enhance and support public spaces.

Where possible, building should be arranged to provide views and access to open spaces. Active uses such as retail, cafes, and restaurants that provide pedestrian traffic should be considered as appropriate uses to line public parks, trails and open spaces.

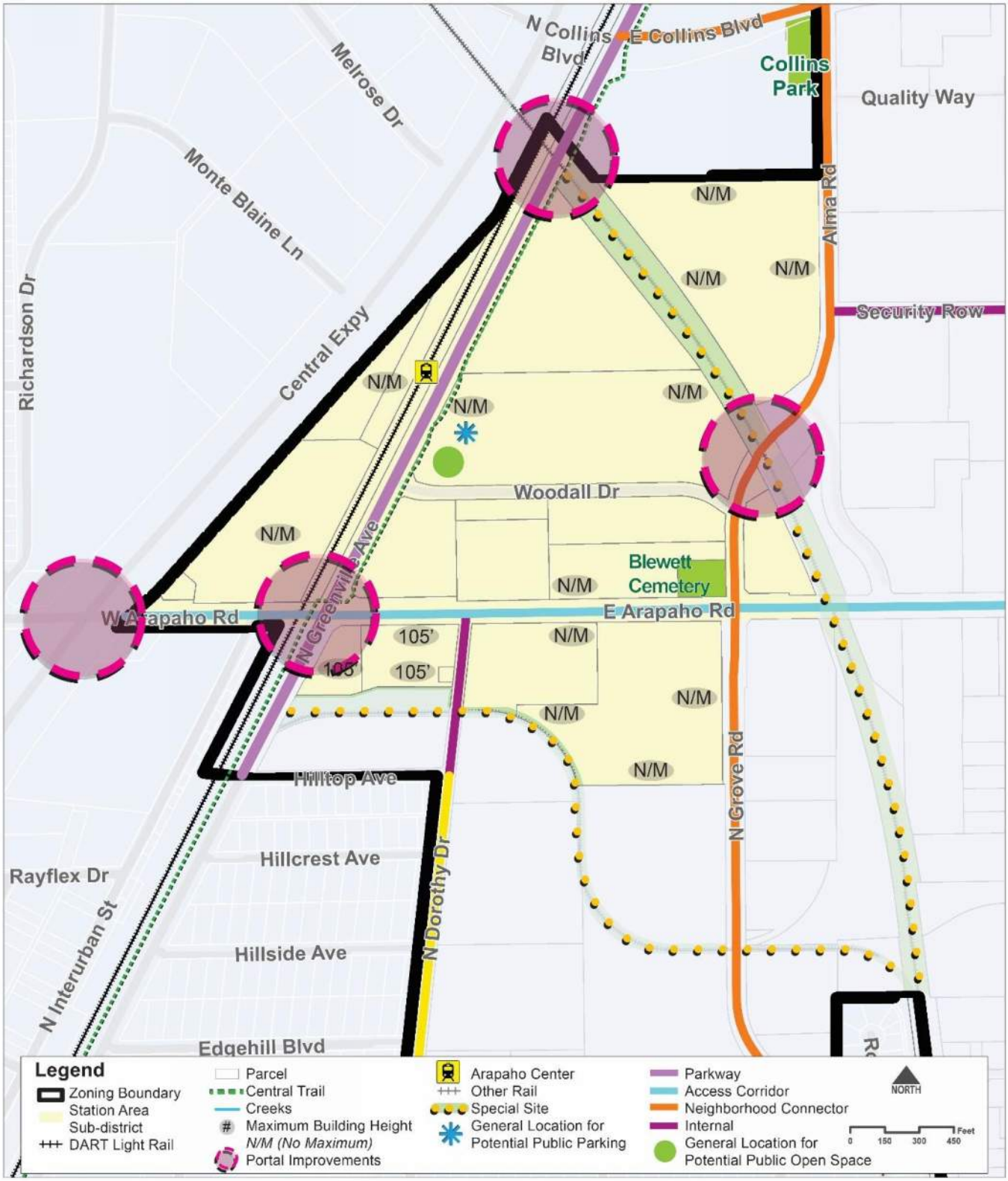
ii. Public and private open space shall be provided in accordance with Subsection II.C.2.g., Public and Private Open Space Requirements and Landscape Buffers.

iii. The graphic on the following page identifies a recommended area for public open space in the Station Area Sub-district. This location is conceptual only and represents an approximate location. Public open space may be accomplished through a public/private partnership. Incentives may be available to property owners who participate in a public/private partnership.

d. Portal Improvements

Portal Improvements are important features located around the Station Area Sub-district intended to identify key entrances or nodes in this Sub-district. Portal Improvements can take a variety of forms including architectural features, signage, landscaping, or enhancements to existing bridge structures. At the time of development or redevelopment, properties within or adjacent to a Portal Improvement site will be evaluated on a case-by-case basis for potential inclusion of portal/entryway features. Portal Improvements on private property may be included as part of a site's landscaping and open space requirements listed in Subsection II.C.2.g., Public and Private Open Space Requirements and Landscape Buffers.

Station Area Sub-district Regulating Plan



2. Building and Envelope Standards

The Building and Envelope Standards which regulate site improvements and land uses for properties within the Station Area Sub-district are as identified on the following pages. The Building and Envelope Standards shall be used in accordance with the Station Area Sub-district Regulating Plan and Street Typology and Streetscape Standards.

a. Use

i. The following uses are allowed in the Station Area Sub-district as follows. Special Permit Uses shall require review and approval as per Article XXII-A, Special Permits, Richardson Comprehensive Zoning Ordinance, as amended or its successors. If a use is not specified in the table in this subsection, then the use is prohibited, and the Code must be amended in accordance with Article XXIX, Changes and Amendments, Richardson Comprehensive Zoning Ordinance, as amended or its successors, in order to allow such use.

Station Area Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Use		
Residential		
Adaptive Reuse	P	See Subsection II.C.4.a.ii.a), Adaptive Reuse
Live/Work	P	Minimum Density of forty dwelling units per acre at the DART Station See Subsection II.C.4.a.ii.b), Live/Work
Multi-Family	P	Minimum Density of forty dwelling units per acre at the DART station. See Subsection II.C.2.a.ii.c)., Multi-Family
Townhome	P	Minimum Density of ten dwelling units per acre. See Subsection II.C.2.a.ii.d)., Townhome
Non-Residential		
Antenna, Accessory	P	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Antenna, Commercial	P	
Antenna, Commercial, in Excess of Three Antennas	S	
Antenna, Freestanding	P	
Antenna, Mounted	P	
Art Gallery	P	
Assisted Living Facility	S	
Bakery	P	
Bank or Financial Institution	P	
Barber or Beauty Salon	P	Skin and nail care as accessory use only.
Beer and Wine Package Sales - 75% or more Revenue from Sales of Beer and/or Wine	S	

Station Area Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Beer and Wine Package Sales - Less than 75% Revenue from Sales of Beer and/or Wine	P	
Boarding Kennel	S	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Catering Service	P	
Child Care Center	S	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Church	P	
Collaborative Co-Working Space	P	
Commercial Entertainment, Indoor	S	
Commercial Entertainment, Outdoor	S	
Construction Field Office	P	
Contracting Operation	P	
Cultural/Community Center	P	
Data Center	P	
Distribution Center	P	
Electrical Substation	S	
Event Center	S	
Fine Arts Studio	P	
Food Truck Park	S	
Fraternal Organization	P	
Health Club	P	
Helipad	S	
Home Occupation	P	See Article I, Title Definitions, General Provisions, Auto Wrecking Yards and Swimming Pools, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Hospital	S	
Hotel, Full Service	P	
Hotel, Other	S	
Independent Living Facility	S	
Large Scale Retail/Service Store	S	
Laundry or Dry Cleaning Service	P	Not to exceed 6,000 SF per location.
Laundry Pick Up Station	P	
Mailing Service	P	

Station Area Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Manufacturing Facility	P	
Manufacturing Facility, Artisanal	P	
Manufacturing High-Tech	P	
Martial Arts School	P	
Massage Establishment	S	
Microbrewery	P	See Subsection II.C.4.a.ii.e), Establishments Selling and/or Serving Alcoholic Beverages for On-Site Consumption, for exemption.
Mortuary or Funeral Home	S	
Motor Vehicle Parts and Accessory Sales	P	
Motor Vehicle Service Station, No Repair (Use shall be permitted south of Arapaho Road only and with a Special Use Permit)	S	Use shall be permitted south of Arapaho Road only.
Nursery or Greenhouse	S	
Nursing or Convalescent Home	S	
Office	P	
Parking Garage	P	
Parking Surface Lot	S	
Parking Surface Lot or Garage - Municipal	P	
Performing Arts Center	P	
Pet Sales and Grooming	P	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Photography or Art Studio	P	
Print Shop, Major	P	
Print Shop, Minor	P	
Private Club	S	Subject to Chapter 4, Code of Ordinances, as amended or its successors.
Private Recreational Club	S	
Public Building	P	
Radio, Recording or Television Studio	P	
Radio or Television Station	P	
Repair Shop, Household Items	P	
Repair Shop, Personal Items	P	
Research Laboratories and Facilities	P	
Restaurant Without Drive-Through or Curb Service	P	
Retail Sales	P	

Station Area Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
School, Parochial (Not Located on Same Lot as Religious Institution)	S	
School, Parochial (Located on Same Lot as Religious Institution)	P	
School, Private	S	
Technical Training School	P	
Temporary open air market	S	Subject to Article VIII, Chapter 12 of Code of Ordinances of the City of Richardson, as amended.
University or College	P	
Veterinary Office	P	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Warehouse	P	
Wholesale Establishment	P	
Winery/Distillery	P	See Subsection II.C.4.a.ii.e), Establishments Selling and/or Serving Alcoholic Beverages for On-Site Consumption, for exemption.

ii. Additional Supplemental Use Requirements

a) Adaptive Reuse
Dwelling units located within adaptive reuse projects shall be a minimum 500 square feet.

b) Live/Work

1) Intent

a. Live/Work buildings within the Station Area Sub-district are envisioned to be innovation ready and should have the necessary infrastructure in place to house established or entrepreneurial high tech, research and development, bio-tech or materials science, data center or other technology-innovative uses.

2) The business operated within the Live/Work shared space unit may engage employees in the conduct of the business within the unit; however, if the owner of the business is not residing in the dwelling unit portion of the Live/Work unit, at least one full-time employee of the business must reside in the Live/Work unit. In no case shall the dwelling unit within the Live/Work unit be sold or rented separately from the non-residential area of the Live/Work unit.

3) If Live/Work is proposed along Greenville Avenue, 100% of the gross linear footage of the development's first floor must consist of commercial/innovation/coworking space to encourage ground-floor activation.

4) Live/Work developments designed and constructed within a common building (ground-floor commercial or other) shall:
   a. Maintain a minimum floor to ceiling height of fifteen feet for the ground floor;
   b. Be of a "podium", "pedestal", or "platform" design as referenced in the Building Code;
   c. Be of Type 1A construction on the ground floor as prescribed in the Building Code;
   d. Provide pre-determined, 2-hour fire rated shafts; and
   e. Meet all standards listed in Subsection II.C.4.d Non-Residential At-Grade Entrances.
5) Ground floor commercial space within live/work developments may be utilized for residential purposes to prevent vacancies until commercial/innovation uses become market-supported, however, the space shall meet 4) above and shall be designed and constructed to accommodate both commercial and residential uses.

c) Multi-Family
Multi-Family shall not be permitted along Greenville Avenue unless the use is part of a live/work development.

d) Townhome
Townhomes shall not be permitted along Greenville Avenue unless the use is part of a live/work development.

e) Establishments Selling and/or Serving Alcoholic Beverages for On-Site Consumption
Establishments which sell and/or serve alcoholic beverages for on-site consumption shall be exempt from zoning acreage requirements and number of establishments per acreage requirements as provided for in Section 4-7 (a) and (b), Chapter 4. Alcoholic Beverages, of the City's Code of Ordinances, as amended or its successors.

b. Lots/Blocks
   i. All lots shall have direct frontage to a street.
   ii. Block faces that result 500 feet in length or greater shall provide:
      a) Pedestrian access through the block to the opposite block face and at an approximate mid-block distance, in order to allow pedestrians to walk through the block to the opposite side without having to walk along the block perimeter.

c. Access
   i. Alleys
   Alley construction shall conform to City of Richardson standards for alley construction to provide adequate space for emergency vehicles and service access.
   ii. Driveways
      a) A driveway is not required.
      b) For lots utilizing a driveway accessing the street, driveways shall be a maximum thirty feet in width. Turning radii shall be as approved by the City Manager or designee.
      c) Driveways are limited to no more than one driveway per 200 feet of street frontage, measured at inside edge of driveway to inside edge of driveway at the right-of-way line. This spacing shall be required for driveways on the same platted lot and driveways between adjacent lots. A Minor Modification may be

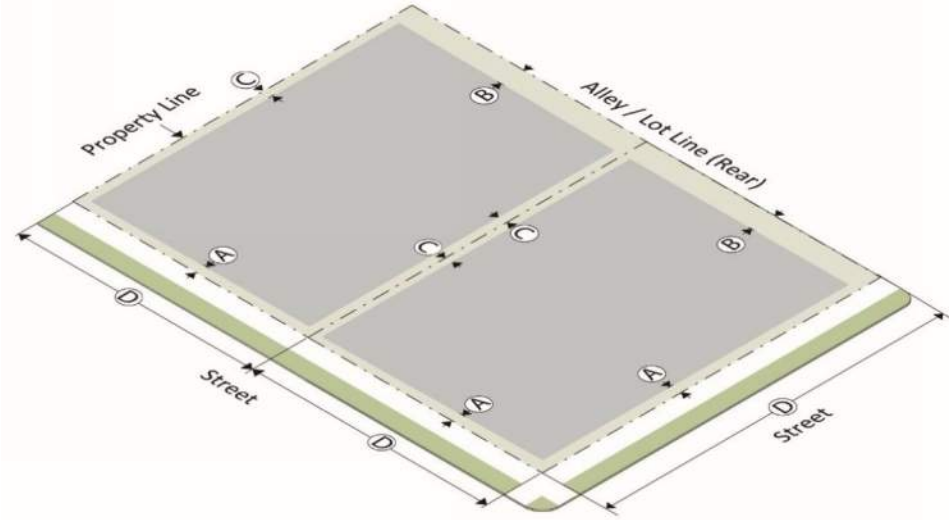
requested to this standard for properties with limited street frontage or in instances where existing driveways would preclude access to site.

d) Shared driveways shall be provided and encouraged, where feasible, to reduce the number of curb cuts along the street.
e) Driveways shall conform to City of Richardson standards for driveway construction.

iii. Sidewalks

a) Sidewalks shall be provided along all streets in accordance with the applicable Street Typology and Streetscape Standards for the Station Area Sub-district in Subsection II.C.3, Street Typology and Streetscape Standards, as well as conform to City of Richardson standards for sidewalk construction. Streets not identified on the Street Typology and Streetscape Standards for the Employment Sub-district shall comply with Section 21-45. Sidewalks of Chapter 21 Richardson Subdivision and Development Ordinance, as amended or its successors.
b) A sidewalk shall be constructed to permit pedestrian access from the street to the building, unless paved access is otherwise provided.

d. Buildings and Building Placement

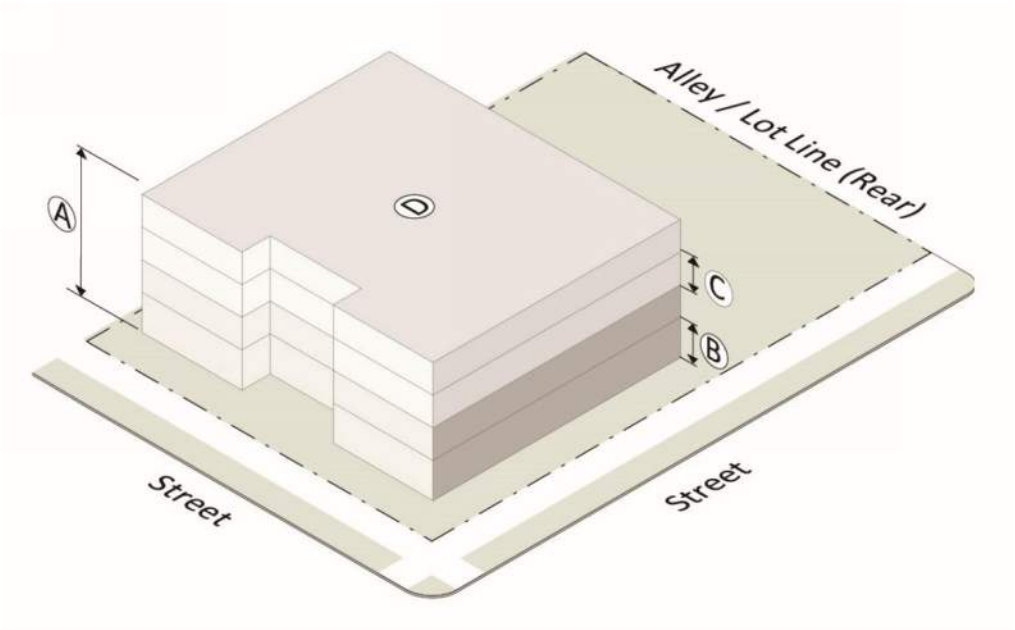


Station Area - Building Placement by Street Type								
		Parkway	*Access Corridor*	*Neighborhood Connector*	*Internal*	*Urban Mixed Use*	*Urban Neighborhood*	*Central Expressway*
Ⓐ	Minimum Front Yard Setback	• Min. 10 feet south of Arapaho Only.	• None	• None	• None	• None	• None	• None
	Required Front Build-To Zone[8]	• Min. 0[9] feet • Max. 10[10] feet	• Min. 10[10] feet • Max. 25[10] feet	• None	• None	• Min. 0 feet • Max. 10 feet	• Min. 0 feet • Max. 10 feet	• None
Ⓑ	Required Rear Building Line Setback[11]	• None	• None	• None	• None	• Min. 10 feet if abutting an alley • Min. 0 feet if abutting a property	• Min. 10 feet if abutting an alley • Min. 0 feet if abutting a property	• None
Ⓒ	Required Interior Side Building Setback[11]	• Max. 15 feet	• None	• None	• None	• Max. 15 feet	• Max. 15 feet	• None
Ⓓ	Building Frontage Buildout	• Min. 80%[12]	• Min. 80%[13]	• None	• None	• Min. 85%	• Min. 85%	• None

[8] Where easements encumber the entire required Build-To-Zone, the building shall be built to the easement line and in accordance with the required Building Frontage Buildout.
[9] North of Arapaho Road, only.
[10] Between Central Expressway and the Railroad Spur/Special Site, north side only. Otherwise, none.
[11] Or as permitted by Building Code, whichever is greater.
[12] North of Arapaho Road, only. Otherwise, none.
[13] Between Central Expressway and the Railroad Spur/Special Site, north side only. Otherwise, none.

i. Multiple buildings shall be allowed on a lot provided that use of the buildings is permitted in Subsection 2.a., Use, and conform to the requirements of this Code.
ii. Accessory buildings are permitted as defined by the Richardson Comprehensive Zoning Ordinance and shall confirm to the setback and height requirements of this Sub-district.
iii. Building setbacks shall be measured from the property line and shall be provided in accordance with the requirements in the table in this subsection. The Building Frontage Buildout is the percentage of the lot width of where the principal building and/or parking garage shall be located at the front building setback closest to the street.
iv. Canopies, signs, awnings and balconies may encroach over the sidewalk where allowed by this Code. In no case shall an encroachment be located over an on-street parking or travel lane, nor shall the encroachment substantially interfere with street tree growth.

e. Height and Ground Floor Size
i. Principal Buildings and Parking Structures
a) The maximum height of a principal building or parking structure shall be as identified on the Station Area Sub-district Regulating Plan. The height is identified in feet.
b) The height of a building or parking structure shall be measured from at grade to the tallest projecting element on the building or parking structure as provided in this subsection.
c) Roof top seating areas shall be allowed on buildings. Shade structures, regardless if freestanding or attached to the building, if provided, shall count towards the overall total building height.
d) Mechanical equipment, including screening mechanisms as required in Subsection II.C.5.d., Roof-mounted Equipment, and elevator penthouses shall be excluded from calculating the height of a building or parking garage.
e) Live/Work developments designed and constructed within a common building (ground-floor commercial or other) shall maintain a minimum floor to ceiling height of fifteen feet for the ground floor. Multi-story buildings can utilize any combination of height in feet per story as long as the overall height of the building does not exceed the maximum building height in feet for the number of stories proposed.
ii. Accessory Buildings
An accessory building shall not exceed fifteen feet in height.
iii. Maximum Ground Floor Size
There are no maximum ground floor size restrictions for the Station Area Sub-district.



Maximum Building Heights		
Ⓐ	Principal Building fronting on:	
	Parkway	105 feet – No max.
	Access Corridor	105 feet – No max.
	Neighborhood Connector	No maximum
	Internal	105 feet – No max.
Ⓑ	Ground Story	Live/Work uses require a minimum 15-foot ground story floor-to-ceiling height. Otherwise, no maximum per story, however shall not exceed the total height identified on the regulating plan
Ⓒ	Subsequent Stories	
Maximum Building Ground Floor		
Ⓓ	Principal Building(s)	No maximum

f. Parking

i. Intent

The intent of this section is to:

a) Manage parking so that it is convenient, efficient and supports an active and vibrant mixed-use environment for transit-oriented development;

b) Limit surface parking while encouraging structured parking to promote efficient land use patterns;

c) Provide flexibility in the leasing of allowed uses, reuse of properties and for redevelopment of sites; and

d) Encourage shared parking areas to meet the needs of multiple property owners, businesses, residential uses and DART.

ii. Shared and On-Street Parking

a) Shared parking is preferred. Centralized parking locations throughout the Station Area Sub-district that permit people to park at convenient locations with ample parking to access multiple uses should be considered over individual parking areas on individual lots.

b) Shared parking areas shall be connected to businesses and residences with paved and landscaped pedestrian walkways.

iii. Off-Street Parking Requirements

a) Required On-Site Spaces. The construction of any new building or expansion of gross square footage of an existing building shall be required to provide on-site parking in accordance with the parking requirements provided in the table below.

Use	**Parking Required**
Adaptive Reuse	No additional spaces required
Data Center	1.0 space per 5,000 square feet
Hotel	• 0.75 space per guest room for full-service hotel • 0.5 space per guest room for other hotels
Live/Work Unit	• No spaces required for dwelling units • Non-Residential parking shall be based on non-residential parking ratios
Industrial, Manufacturing or Warehouse Uses < 5,000 square feet	No spaces required
Industrial, Manufacturing or Warehouse Uses ≥ 5,000 square feet	1.0 space per 1,000 square feet above the first 5,000 square feet
Institutional or Assembly Uses	1.0 space per every 3 persons accommodated
Non-Residential Uses not Listed < 5,000 square feet	No spaces required
Non-Residential Uses not Listed ≥ 5,000 square feet	1.0 space per 500 square feet above first 5,000 square feet
Residential • Multi-Family • Townhome	 • 0.75 space per one bedroom unit/Studio 1.0 spaces per two bedroom unit 1.25 spaces per three or more bedroom unit • 2.0 spaces per dwelling unit
Restaurants	1.0 space per 300 square feet

b) Parking Spaces. Spaces shall be dimensioned and designed in accordance with the City's Parking Design Manual. Handicap accessible parking spaces shall be installed in accordance with State of Texas requirements.
c) On-Street Parking. On-street parking, located on the adjacent street(s) for the width of the property, may be used toward satisfying on-site parking requirements (where allowed by the applicable Street Typology and Streetscape Standards).
d) Public and Shared Parking. A Minor Modification may be requested to allow credit for available public parking or a shared off-street parking facility on another lot within 600 feet of the subject property, regardless of the shared parking being located in another Sub-district, to apply towards on-site parking requirements.
e) Off-Street Bicycle Parking. Bicycle parking shall be provided in accordance with the City's Bicycle Parking Ordinance and/or Policy, as adopted.

iv. Parking Structures
a) Parking structures shall not exceed the maximum building height as shown on the Station Area Sub-district Regulating Plan.
b) Parking structures shall have a façade design similar to surrounding buildings along the street front. If possible, parking structures should be located behind buildings to minimize their visibility from adjacent streets.
c) Where a parking garage must be located adjacent to a street:
1) The parking structure facades shall be designed with both vertical (changes in planes, columns, pilasters, etc.) and horizontal (aligning with horizontal elements along the block) articulation and the building materials shall be compatible with the material of the building the parking structure serves.
2) The parking structure shall be designed in such a way that motor vehicles and ramps on all parking levels are not visible from all adjacent public streets. Ramps shall not be located on the perimeter of the parking structure. Architectural screens shall be used to articulate the façade, hide parked vehicles, and shield the lighting inside the structure.
3) Public art can be used as an effective screening device for the garage.
d) Off-street below-grade parking may be built to the property lines but must be designed to allow landscape planting at grade as required by the Station Area Sub-district Street Typology and Streetscape Standards. No below-grade parking beneath a building shall be visible from the sidewalk or public open space.
e) Wayfinding signage should be provided to direct drivers to the parking structure.

v. Surface Parking
a) Surface lots are discouraged in this Sub-district and lots with 50 or more spaces should be designed as future development sites.
b) Surface lots are not permitted to front Greenville Avenue, north of Arapaho Road.
c) Off-street surface parking is preferred to be located behind or to the side of a building; however, where it is not feasible to locate parking behind the principal building, parking may be provided between the building and the street with the exception of Greenville Avenue, north of Arapaho Road as noted in b) above.

d) Adjacent to Special Sites
With the exception of the Kansas-City Southern Railroad, which is elevated throughout this Sub-district, off-street surface parking is prohibited along any Special Site identified on the Station Area Sub-district Regulating Plan for new development or redevelopment scenarios, or when expanding existing parking. This includes the area between the principal building and the Special Site, extending the full width of the lot between side lot lines. A Minor Modification may be requested for lots one acre or smaller unless subdivided from a larger parent tract resulting in a lot of one acre or smaller.

e) Landscaping for Surface Parking
All surface parking shall be landscaped and screened in accordance with the landscaping requirements provided in this subsection when new development or complete redevelopment occurs or when existing parking is expanded.

1) Parking Lots Visible from Required Sidewalks
A minimum ten-foot wide landscape area shall be provided between the sidewalk and parking lot. A minimum one three-inch caliper shade tree at planting, selected from the plant list in Subsection II.C.3.d.vi., Plant List, shall be provided within this landscape area at an average spacing of thirty feet but in no case shall trees be placed greater than forty feet apart. Additionally, a solid evergreen shrubbery hedge shall be provided minimum 36-inches in height at planting, selected from the plant list in Subsection II.B.3.d.vi., Plant List, to screen vehicle headlights and undercarriage. In lieu of the required evergreen shrubbery hedge, a Minor Modification may be requested to allow for the following to screen vehicle headlights and undercarriage provided the screening element is a minimum thirty-six-inch tall:
   (a) Retaining wall;
   (b) Berming; or
   (c) A combination of retaining wall, berming, and/or evergreen screening hedge.

2) Interior Parking Lot Landscaping
   (a) Each row of parking shall be configured so that there is a minimum ten-foot-wide landscape island with each run of eight parking spaces. A parking island shall be required on the end of each row of parking.
   (b) Minimum three-inch caliper shade trees at planting, selected from the plant list in Subsection II.B.3.d.vi., Plant List, shall be provided internal to the parking lot at a rate of one street tree for every six parking spaces.
   (c) A concrete, pavestone or mulch strip the width of the vehicle overhang shall be provided for parking spaces adjacent to a landscape area. This strip shall be measured from the face of curb to the edge of the landscape area adjacent to the parking space.
   (d) Diamond tree wells may be used for interior parking lot landscaping in lieu of subsections (a) and (c) above if the parking lot is completely integral and internal to a development project (e.g. surface parking lot is internal to and surrounded by buildings).
      i. Diamond tree wells shall be provided throughout the parking lot at the rate of one diamond tree well for every ten parking spaces.

3) Additional Landscaping. Additional landscaping, where provided, such as shrubbery, ornamental trees and grasses, and groundcover/vines shall be selected from the plant list in Subsection II.B.3.d.vi., Plant List. Other materials may be used in combination with materials from the plant list, subject to landscape plan approval by the City.
4) Plant Health. All plant material shall be No.1 grade, free from plant diseases, have a healthy, normal root system, rounded branching pattern, and shall conform to the code of standards set forth in the current addition of the American Standard for Nursery Stock. Drought tolerant trees, plants and grasses are encouraged for meeting landscaping requirements.
5) Irrigation. Landscape material shall be irrigated by a mechanical underground system with operating rain and freeze sensors.
6) Maintenance
   (a) The property owner is responsible for maintaining the landscape in accordance with the approved landscape plan and all irrigation systems shall be maintained and operable.
   (b) Dying plant material, as determined by the City, shall be replaced in accordance with the approved landscape plan.

vi. Private Garage Parking for Residential Uses. Private garage parking for residential uses shall not be placed at street frontages and shall be placed at alleys or internal parking areas.
vii. Bicycle Parking. Bicycle parking shall be provided in accordance with the City's Bicycle Parking Ordinance and/or Policy, as adopted.

g. Public and Private Open Space Requirements and Landscape Buffers
   i. Application
      a) Public and private open space requirements shall apply to new development or a complete redevelopment scenario.
   ii. On-Site Open Space Requirements
      Open spaces shall be provided for the enjoyment of persons within the Station Area Sub-district. Amenities may include improved or unimproved areas that are suitable for gathering or active or passive recreational activities.
      a) If the open space provided is not publicly accessible, the minimum set aside for open space shall be 15% of the lot.
      b) If the open space provided is publicly accessible, the minimum set aside for the open space shall be 8% of the lot.
      c) Common outdoor space shall be appropriately designed for its public or private purpose. If designed for public use, it shall be highly visible from the public right-of-way and accessible to the general public. Flexible multi-use spaces such as public plazas are encouraged to support a variety of placemaking features and activities like festivals, food trucks or performance space. If designed solely for private use, it shall be centrally located and easily accessible to all individuals it is expected to serve.
      d) Outdoor recreational areas, pathways and trails should be illuminated.
      e) A development plan (site plan or concept plan) shall be submitted demonstrating how the open space requirement is being satisfied for an entire parent tract (development site) and may be approved if a minimum 50% of the required open space is constructed within the first phase of the project, with the remaining required open space being provided in subsequent phases.

f) On-site open space requirements do not apply to:
   1) Adaptive reuse sites.
   2) Lots one acre or smaller unless subdivided from a larger parent tract resulting in a lot of one acre or smaller.

iii. Landscape buffer for properties fronting streets designated as Parkway (south of Arapaho Road only), Access Corridor, Neighborhood Connector or Internal on the regulating plan shall provide a ten-foot wide landscape buffer, if one has not been provided as required in Subsection II.A.2.v.d.1 Parking Lots Visible from Required Sidewalks.
   a) Within the required landscape buffer, a minimum one three-inch caliper shade tree at planting, selected from the plant list in Subsection II.A.3.d.vi., Plant List, shall be provided within this landscape area at an average spacing of thirty feet but in no case shall trees be placed greater than forty feet apart.
   b) Alternative landscaping that meets the intent of the landscape buffer described above may be permitted for lots one acre or smaller after review and approval by the city under Section IV.E, Minor Modification to Code.
   c) The required landscape buffer shall not count towards the minimum Public and Private Open Space Requirements required by Subsection II.C.2.g.ii, On-Site Open Space Requirements.
   d) Landscape buffer requirements do not apply to adaptive reuse sites.

iv. Landscape buffer for properties fronting Central Expressway Frontage Road

v. Properties with street frontage along Central Expressway frontage shall provide a minimum ten-foot wide landscape buffer on private property to the frontage road right-of-way, if one has not been provided as required in Subsection II.C.2.v.e).1)., Parking Lots Visible from Required Sidewalks.
   a) Within the required landscape buffer, a minimum one three-inch caliper shade tree and one minimum four-cane/two-foot diameter root ball ornamental tree, selected from the plant list in Subsection II.B.3.d.vi., Plant List, shall be provided for each fifty lineal feet of street frontage. The trees are not required to be placed fifty-feet on center and may be clustered.
   b) The required landscape buffer shall not count towards the minimum Public and Private Open Space Requirements required by Subsection II.C.2.g.ii, On-Site Open Space Requirements.

3. Street Typology and Streetscape Standards

a. Intent

The Street Typology and Streetscape Standards provide for a cohesive streetscape along block faces, emphasizing the public realm with a consistent design theme throughout the Sub-district and enhancing the physical relationship between buildings and their adjacent streets. Additionally, the regulating plan depicts proposed streets which are intended to improve circulation within this residential mixed-use area to promote increased walkability for pedestrians.

b. Street Standards.
   i. All streets shall conform to the provisions of the Code. The Street Typology Standards (street cross sections) and Streetscape Standards (prototypical streetscape plans) shall be used in accordance with the Station Area Sub-district Regulating Plan. Refer to the regulating plan to identify the street name and type

adjacent to the subject property and use the corresponding Street Typology and Streetscape Standards graphics on the following pages.

ii. The preferred condition identified in the Street Standards is required to accommodate street improvements to existing streets and for design of proposed streets. A Minor Modification may be requested for review and approval of any alternate street design less than the preferred design standards.

iii. Existing Streets. The regulating plan depicts existing streets within the Station Area Sub-district. Unless determined otherwise by the City, at such time when properties adjacent to the existing streets develop and/or redevelop, the property owner shall, in accordance with the applicable Street Typology and Streetscape Standards and for the distance adjacent to the property, dedicate to the City sufficient right-of-way (or equivalent) to accommodate the necessary street improvements. The City shall be responsible for constructing and maintaining the travel lanes, on-street parking, greenscape/furnishing zone including irrigation system, and sidewalk improvements at such time when determined by the City.

iv. Proposed Streets – Not Shown on Regulating Plan (Urban Mixed Use or Urban Neighborhood). Should a property owner want to construct a new street on their property and said street is not shown on the Station Area Sub-district Regulating Plan, the property owner shall:

   a) Design the street in accordance with one of the Street Typology and Streetscape Standards provided for in the Station Area Sub-district Street Typology and Streetscape Standards subsection (see graphics on the following pages);
   b) Construct the entire street section including travel lanes, on-street parking, greenscape/furnishing zone including irrigation system, and sidewalk improvements; and
   c) Dedicate a private street easement (or equivalent) that provides for vehicle and pedestrian public access. The property owner shall be responsible for maintaining the travel lanes, on-street parking, greenscape/furnishing zone including irrigation system, and sidewalk improvements required in a) and b) above. However, should the City decide to maintain the street improvements required in a) and b) above, then the property owner shall dedicate to the City sufficient right-of-way (or equivalent) to accommodate the street improvements.

v. All right-of-way dedication and street construction for all streets (existing and proposed) shall be in accordance with the City's Subdivision and Development Ordinance (Code of Ordinances, Chapter 21), as amended or its successors.

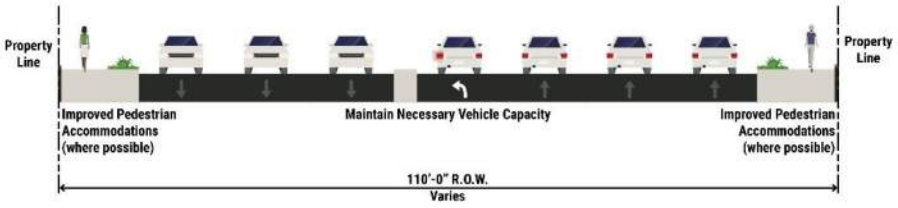
vi. Street Typology Standards (Street Cross Sections)

Access Corridor

Typical Characteristics
- Vehicle capacity priority
- Limited pedestrian accommodations
- Limited right-of-way on most corridors

Design Options
- Wider sidewalks and pedestrian amenities
- Increased street trees and streetscaping where possible

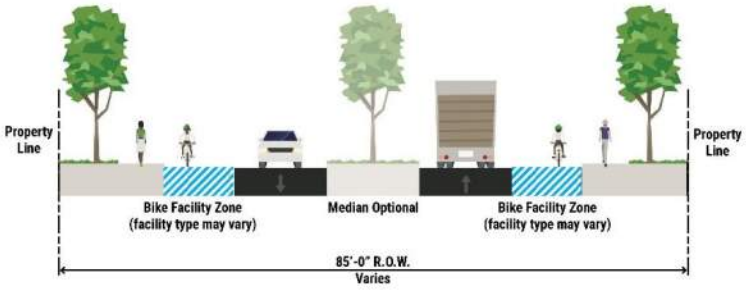
Arapaho Road



Neighborhood Connector

Typical Characteristics
- Lower vehicle capacity priority
- Balance between cross-district mobility and local access

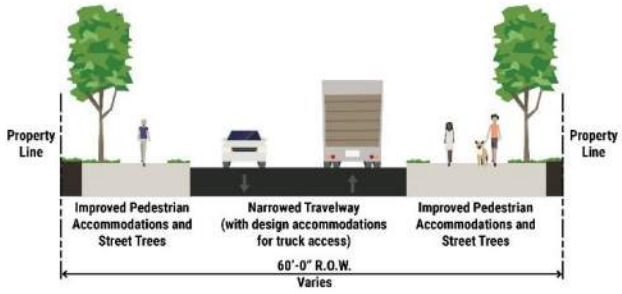
Design Options
- Increased bicycle and pedestrian separation from traffic
- Street trees where possible; could include landscaped median or midblock center islands
- Curb radii and intersection design to accommodate turning trucks



Internal

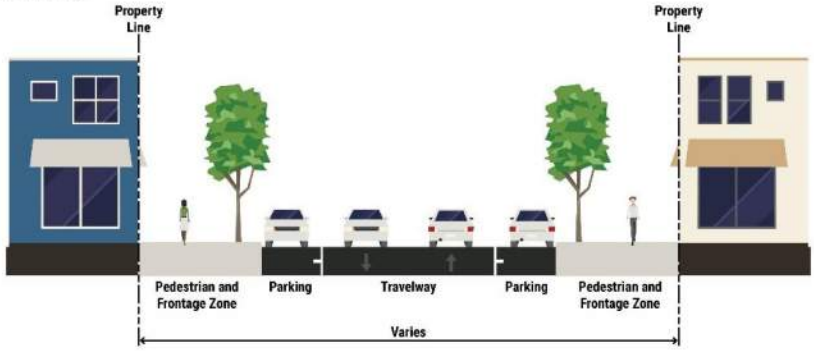
Typical Characteristics
- Wide travel lanes
- Limited pedestrian accommodations with some gaps

Design Options
- Wider sidewalks or shared-use paths
- Narrow travelway to increase street trees or other amenities to improve pedestrian comfort

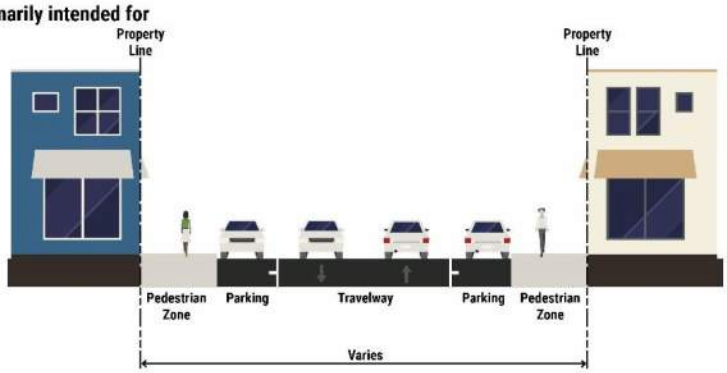


New Streets (Redevelopment Areas)

Urban Mixed Use
- Pedestrian-oriented streets with wider parkways and frontage areas for mixed-use activity



Urban Neighborhood
- Pedestrian-oriented streets primarily intended for local access



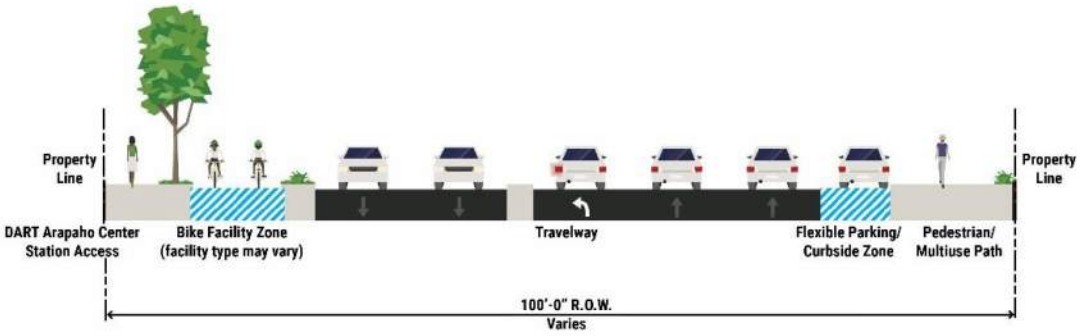
Parkway (Greenville Ave)

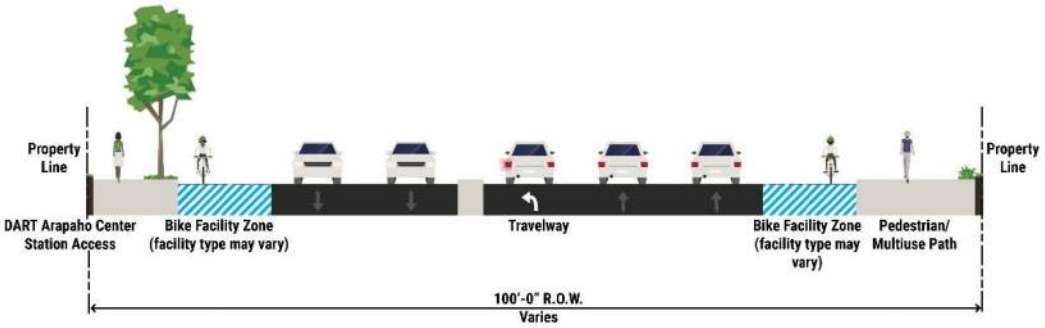
Typical Characteristics

- Excess travel lane capacity
- Transit-oriented context opportunities

Design Options

- Repurpose travelway space for bikeway and pedestrian crossing options
- Greater physical separation for bikeway from adjacent travel volume and speed





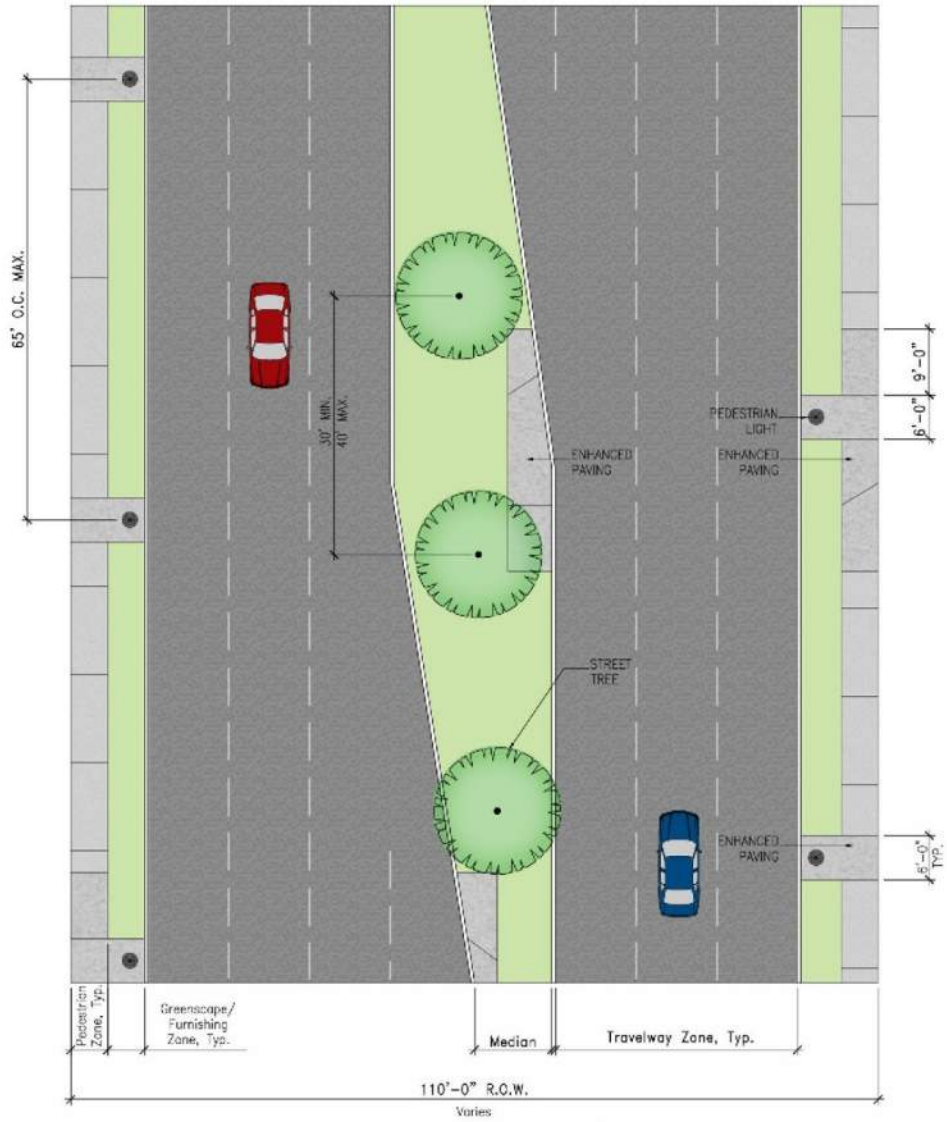
	Frontage		Pedestrian Zone		Greenscape/ Furnishing Zone		Bike Zone[1]		Travelway Zone	Median	
	Pref.	Min.	Preferred	Minimum	Pref.	Min.	Preferred	Minimum	Travel Lanes	Preferred	Minimum
Access Corridor	2'	0'	8'	5'	5'	0'	10'-12' Shared-use Sidepath	N/A	10'-11' (4-6 lanes)	16'	14'
Neighborhood Connector	2'	0'	6'	5'	5'	0'	7'-12' Buffered Bike Lane/ Cycle Track	5'-6' Bike Lane	10'-11' (2-4 lanes)	10'-16'	N/A
Internal	2'	0'	6'	5'	5'	0'	N/A	N/A	10'-12' (2 lanes) *wider travel lanes may be preferred for heavy truck use	N/A	N/A
Transitional	2'	0'	6'	5'	5'	0'	7'-12' Buffered Bike Lane/Cycle Track	5'-6' Bike Lane	10'-11' (2 lanes)	N/A	N/A
Parkway (Greenville Ave)	2'	0'	6'-12'	5'	5'	0'	10'-12' Buffered Cycle Track	7'-12' Buffered Bike Lane	10'-11' (4 lanes)	14'-16'	14'
Urban Mixed Use	2'	0'	8'	5'	6'	4'	N/A	N/A	10'-11' (2 lanes)	N/A	N/A
Urban Neighborhood	2'	0'	8'	5'	5'	0'	N/A	N/A	10'-11' (2 lanes)	N/A	N/A

[1] Bicyclists' comfort levels decrease proportionally with increases in motor vehicle volumes and the speed of adjacent traffic. As a result, both traffic volume and traffic speed are important considerations when choosing an appropriate bikeway type for a given location. Buffered or protected bicycle treatments are preferred on roadways with speeds 30 mph or greater or when traffic volume exceeds 6,000 vehicles per day.

c. Street furnishings
   i. Placement
      a) Street furnishings shall be generally located within the greenscape/furnishing zone as provided for in the Station Area Sub-district Street Typology and Streetscape Standards (in Subsection II.C.3., Street Typology and Streetscape Standards), and in accordance with Subsection II.C.3.b., Street Standards. The following streetscape standards illustrate recommended dimensions for spacing of street furnishings, street trees, pedestrian lights and enhanced paving areas. Final location of street furnishings shall be determined by the City.
      b) Should a property owner install the street furnishings, then the street furnishings shall be shown on an approved site plan and landscape plan prior to installation.

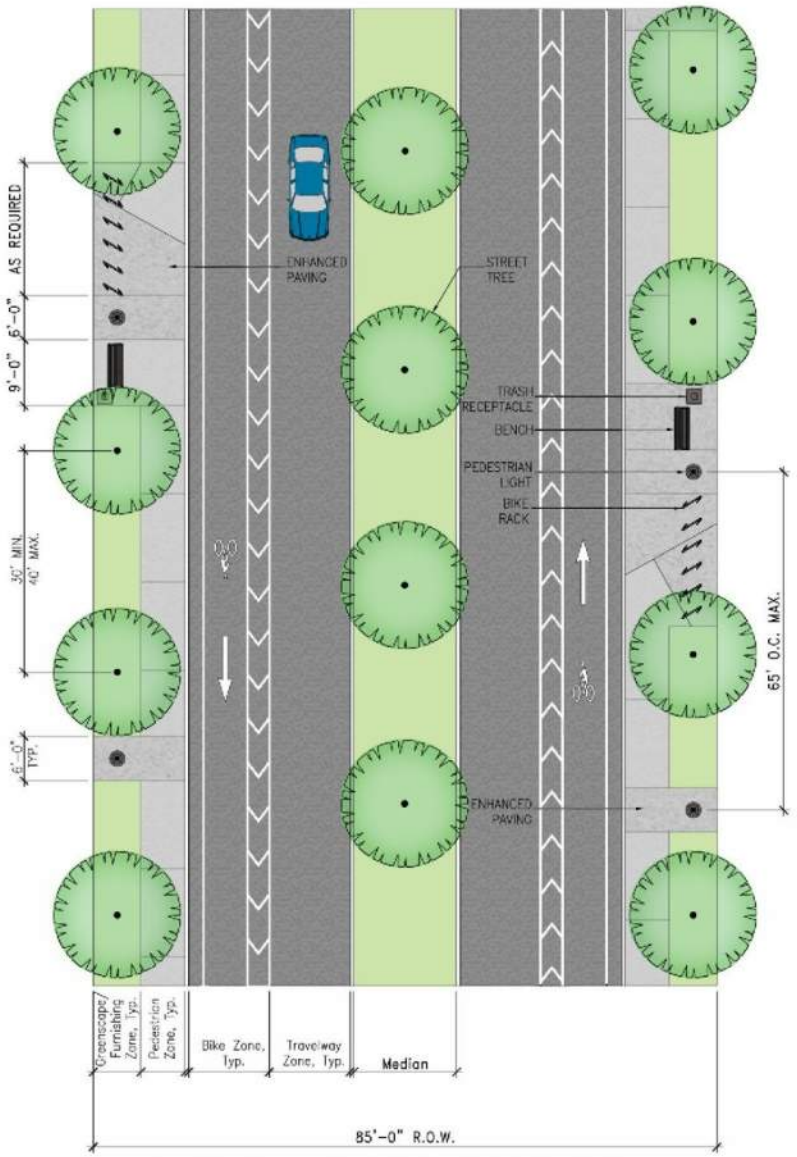
ii. Streetscape Standards (Prototypical Streetscape Plans)

ACCESS CORRIDOR – ARAPAHO ROAD



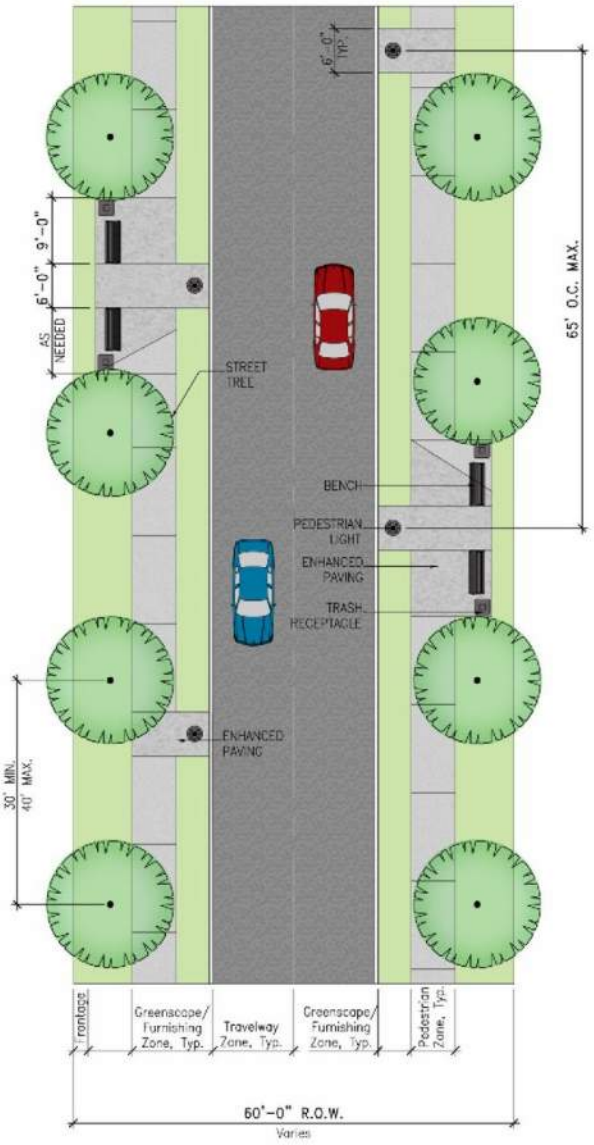
NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

NEIGHBORHOOD CONNECTOR



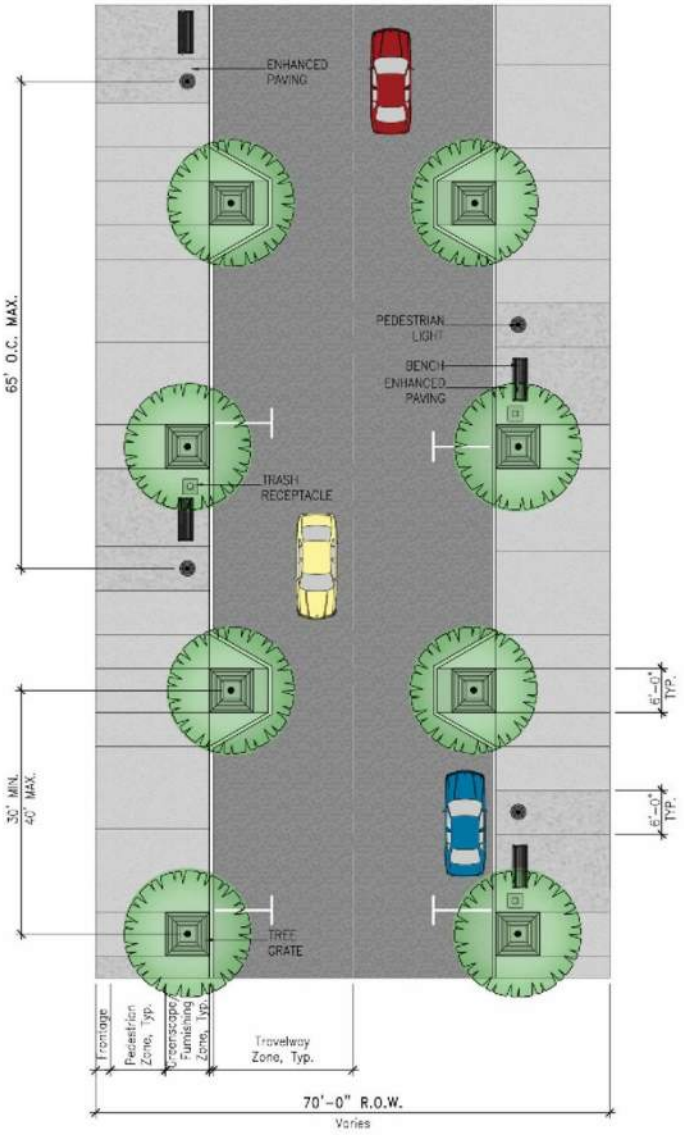
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INTERNAL



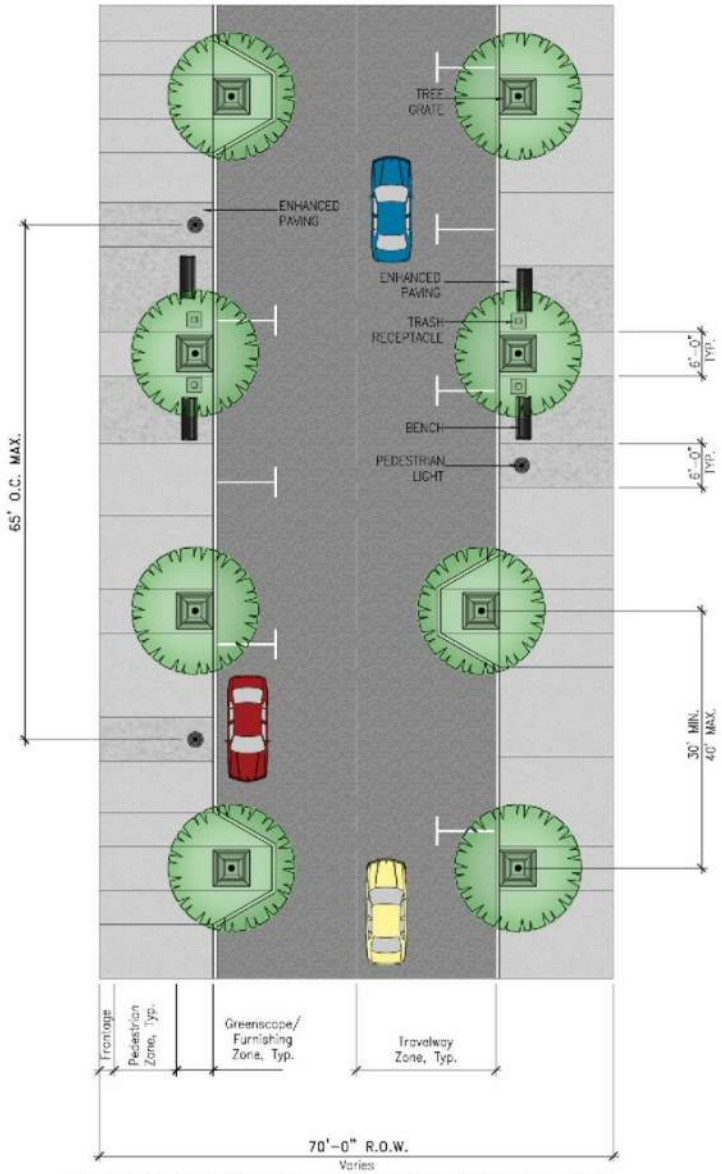
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NEW STREETS – URBAN MIXED–USE



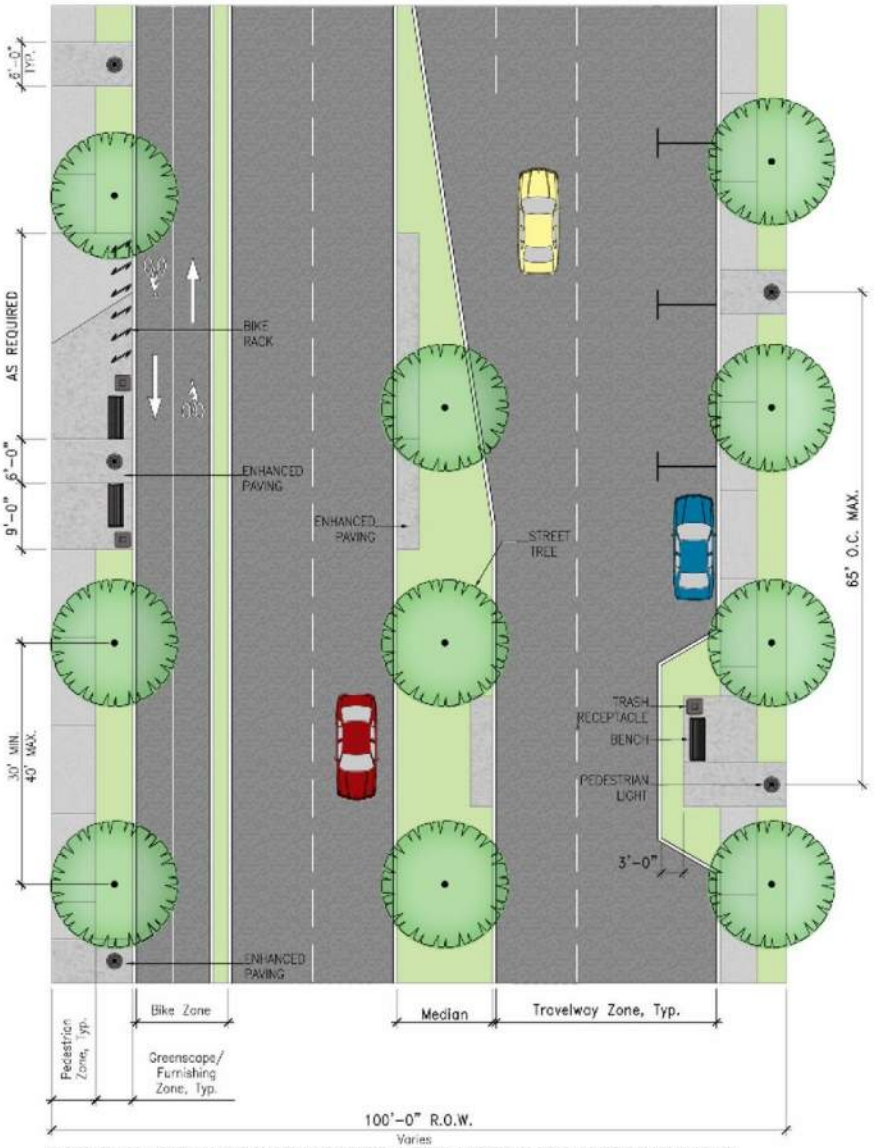
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NEW STREETS – URBAN NEIGHBORHOOD



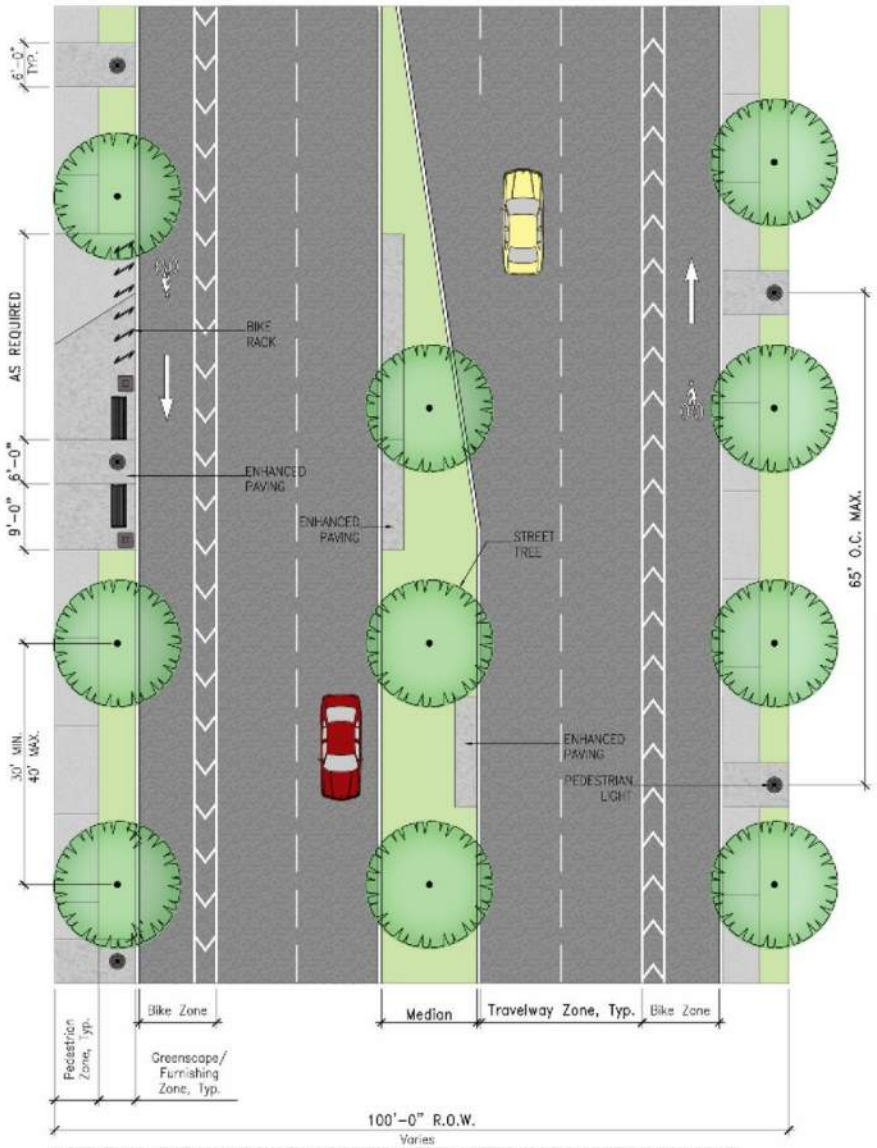
NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

PARKWAY – GREENVILLE AVENUE



NOTE: THE LOCATION AND WIDTH OF CENTRAL TRAIL VARIES ALONG GREENVILLE AVENUE. STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

PARKWAY – GREENVILLE AVENUE
(WITH BIKE LANES)



NOTE: THE LOCATION AND WIDTH OF CENTRAL TRAIL VARIES ALONG GREENVILLE AVENUE. STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

d. Landscape and Street Trees

Street trees shall be provided within the greenscape/furnishing zone.

i. Street Trees. Street trees shall be selected from the plant list provided in Subsection II.C.3.d.vi., Plant List. Trees other than those in the Street Tree list may be used in combination with the approved items, subject to landscape plan approval by the City.

a) Planted within the required greenscape/furnishing zone as specified on each Street Typography and Streetscape Standards graphic (Streetscape Standards (Prototypical Streetscape Plans) in Subsection II.C.3.c.ii.

b) Street trees are those listed below and shall be a minimum three-inch caliper and at least ten feet in height, single trunk (or minimum four-cane/two-foot diameter root ball for ornamental trees) at planting. Understory/ornamental trees may be considered when conflicts exist with existing underground or overhead utilities.

c) Within the first three years from planting, tree branches shall be maintained at no less than six feet above the adjacent sidewalk and not less than ten feet above on-street parking space or travel lane.

d) After three years from planting, trees shall be maintained at no less than seven feet above the adjacent sidewalk and no less than fourteen feet above on-street parking space or traffic lane.

ii. Additional Landscaping. Additional landscaping, where provided, such as shrubbery, ornamental trees and grasses, and groundcover/vines, shall be selected from the plant list in Subsection II.C.3.d.vi., Plant List. Other materials may be used in combination with materials from the plant list, subject to landscape plan approval by the City.

iii. Plant Health. All plant material shall be No.1 grade, free from plant diseases, have a healthy, normal root system, rounded branching pattern, and shall conform to the code of standards set forth in the current addition of the American Standard for Nursery Stock. Drought tolerant trees, plants and grasses are encouraged for meeting landscaping requirements.

iv. Irrigation. Landscape material shall be irrigated by a mechanical underground system with operating rain and freeze sensors. Irrigation systems provided within the greenscape/furnishing zone shall be installed and maintained as provided in Subsection II.C.5.b. Street Standards. Irrigation systems for all other landscaping material shall be installed by the property owner.

v. Maintenance.

a) Except as provided in Subsection II.C.5.b. Street Standards, the property owner is responsible for maintaining all landscaping material in accordance with the approved landscape plan and all irrigation systems shall be maintained and operable.

b) Except as provided in Subsection II.C.5.b. Street Standards, dying plant material, as determined by the City, shall be replaced by the property owner in accordance with the approved landscape plan.

vi. Plant list

a) Street Trees (minimum 3-inch caliper)
Allee Elm, *Ulmus parvifolia 'Emer II'*
Autumn Blaze Maple*, Acer freemanii*
Cathedral Live Oak, *Quercus virginiana*
Cedar Elm, *Ulmus crassifolia*
Homestead Elm, *Ulmus* 'Homestead'
Locust / Shademaster Locust, *Gleditsia triacanthos*[14]
October Glory Maple, *Acer rubrum 'October Glory'*
Red Maple, *Acer rubrum*
Shantung Maple, *Acer truncatum*
Shumard Red Oak, *Quercus shumardii*[15]
Shade Master Locust, *Gleditsia triacanthos 'Shademaster'*

b) Understory/Ornamental Trees (minimum four-cane/2-foot diameter root ball)
Roughleaf Dogwood, *Cornus drummondii*
Yaupon Holly, *ilex vomitoria*
(female only such as 'Pride of Houston' or 'Will Fleming')
Deciduous Holly, Warren's Red, *ilex decidua* (female only)
Crape Myrtle, *Lagerstromia indica*
Mexican Plum, *Prunus mexicana*
Mexican Redbud, *Cersis canadensis var. mexicana*
Oklahoma Redbud,*Cersis reniformis 'Oklahoma'*
Texas Redbud, *Cersis canadensis var. texensis*
American Smoke Tree, *Cotinus obovatus*
Vitex, *Vitex negundo 'Heterophylla'*
Desert Willow, *Chilopsis linearis*

c) Shrubs for Screening (minimum 36-inches tall)
Dwarf Nandina, *Nandina domestica nana*
Dwarf Burford Holly, *Ilex cornuta 'burfordi nana'*
Abelia Grandiflora, A*belia grandiflora*
Red Yucca, *Hesperaloe parviflora*
Texas Sage, *Leucophyllum frutescans*
Indian Hawthorn, *Raphiolepsis indica*
Native Sumac, *Rhus typhina*
Dwarf Crape Myrle, *Lagerstromia indica 'nana'*
Dwarf Yaupon Holly, *Ilex vomitorria 'nana'*

d) Groundcover/Vines (minimum 1 gallon unless otherwise noted)
Asian Jasmine, *Trachelosperum Asiaticum coloratus* 4" pot, heavily rooted, full
Purple Winter Creeper, *Euonymus* 4" pot, heavily rooted, full
Santolina, *Santolina virens*
Cross Vine, *bignonia capreolata*
Coral Honeysuckle, *Lonicera sempervirens*
Purple Honeysuckle, *Lonciera japonica 'purperia'*
Virginia Creeper, *Parthenocissus quinquifolia*
Lady Banks Rose, *Rosa banksiaw lutea*

[14] Locust trees have a problem with reflected heat when young; trunk should be wrapped during early stages.
[15] Should provide a limited root barrier to direct spreading roots downward.

Wisteria, *Wisteria sinensis* 5 gallon container
Vinca (major), *Vinca major* 4" pot, heavily rooted, full
Common Bermuda, *Cynodon dactyton*
Fescues, *Festuca rubra*
Buffalo Grass, *Buchloe dactyloides*

e) Ornamental Grasses
Gulf Muhly Grass – *Muehlenbergi a lindheimeri*
Feather Reed Grass
Mexican Feather Grass
Miscanthus
Indian Grass
Purple Autumn Grass
Or other Grass as approved by City Manager or designee

4. Architectural Standards

a. Intent

The Station Area Sub-district is envisioned as a unique, lively and active mixed-use district of varying building designs, sizes and densities, that is both walkable and bikeable and fully supportive of the DART Arapaho Center Station. Within the Station Area Sub-district, building designs should be comprised of simple, clean shapes and forms, and include the integration of modern building materials to provide individual building identity. Redevelopment of existing building structures or sites will allow for new infill development with the potential for larger building mass to ensure maximum development opportunity. New buildings should utilize building elements and details to achieve a pedestrian-oriented public realm. Additionally, exterior façade wall articulation and rhythm and building placement is also important for the identification of businesses, residential buildings, pedestrian scale and Sub-district identity as a key area along Central Expressway and a gateway into the Innovation District.

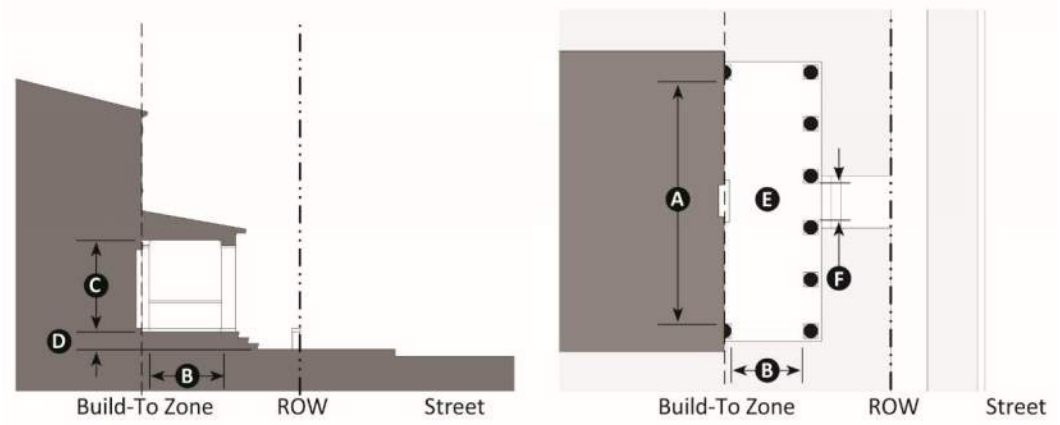
b. Building Articulation

Where the building faces a public street or public open space:

i. Buildings shall demonstrate both horizontal and vertical articulation.
ii. Building facades longer than fifty feet shall have their continuous facades broken up into smaller areas through the use of varying façade setbacks, arcades, awnings, canopies and/or architectural features such as plazas, towers elements, bay windows, balconies, columns or other means every twenty to forty feet.
iii. Buildings shall not exceed 250 feet in length without an unconnected physical separation of at least fifteen feet in width between another building. A covered pedestrian walkway may be provided in the building separation area that creates a walkable connection to residential and parking areas behind commercial and retail mixed-use frontage buildings.
iv. Balconies may extend over the sidewalk provided that they maintain a minimum ten feet of clearance above the sidewalk and do not substantially interfere with street tree growth.
v. At key intersections, buildings located on corner lots may utilize variations in building massing to emphasize street intersections as points of interest in the district.

c. Residential At-Grade Entrances
   i. All residential units within four feet of grade shall include a primary front door entrance into the unit or outdoor living space which is accessed from the adjacent minimum required sidewalk per the applicable Station Area Sub-district Street Typology and Streetscape Standards in Subsection II.C.3. Primary entry doors shall be swing doors and shall include glass and full operating hardware on the outside of the door. Sliding doors or garage type doors shall not be permitted.
   ii. Structured parking for residential buildings shall be screened as stated in (Parking Structures Subsection II.C.2.e.iv.)
   iii. The minimum finished floor elevation for grade-level units shall be located a minimum of eighteen inches above the elevation of the adjacent minimum required sidewalk per the applicable Station Area Sub-district Street Typology and Streetscape Standards and shall include a minimum twenty square-foot stoop (i.e. stoop frontage).
   iv. Residential units shall include windows which provide residents a view of the street, sidewalk, or public or private open space.
   v. Lobbies to upper stories shall have an identified primary entry from the minimum required sidewalk per the applicable Station Area Sub-district Street Typology and Streetscape Standards.
   vi. Balcony railings shall be minimum 50% open or transparent, and constructed of glass or metal.

vii. Porches
   a) Porches may be projecting or integrated into the primary entry of a building.
   b) Encroachment into Build-to Zone along Greenville Avenue – refer to Subsection II.C.2.d, Building Placement.



Projecting Porch



Engaged Porch

Ⓐ	Width	8 feet Min.
Ⓑ	Depth	6 feet Min.
Ⓒ	Height	8 feet Min.
Ⓓ	Finish Level Above Sidewalk	18 inches Min.
Ⓔ	Floor Area	48 sq. ft. Min.
Ⓕ	Sidewalk Width	3 foot Min.

d. Non-Residential At-Grade Entrances
   i. Primary entrances to buildings shall be located on the street(s) along which the building is oriented.
   ii. At intersections, corner buildings may have the primary entrances oriented at an angle to the intersection to address both street frontages.
   iii. Secondary and service entrances may be located from alleys, trails, public open spaces or internal parking areas.
   iv. Porches, stoops, eaves, awnings, blade signs, arcades, colonnades and balconies should be used along commercial storefronts.
   v. Where fronting on a street, non-residential retail, office and service uses, which are at-grade shall:
      a. Have a minimum 60% of the ground floor façade comprised of window area. Ground floor is defined as that portion of a building from the street-level finish floor elevation and extended twelve and one-half feet above the street-level finish floor elevation.
      b. Have all primary entrances covered with awnings, canopies or be inset behind the front façade a minimum of six feet. A door shall not be permitted to swing into a public-right-of-way or minimum sidewalk area.

e. Building Walls
   i. Materials
      Each exterior wall shall comply with the following materials requirements:
      a) Primary Materials (≥75%)
         1) Masonry
         2) Stone
         3) Glass
         4) Finished concrete
         5) Ventilated façade systems
         6) Metal cladding or panels
      b) Secondary Materials (≤ 25%)
         1) Stucco
         2) Fiber cement panels
      c) Accent Materials (≤5%)
         1) Pre-cast stone
         2) Other as permitted by the building code and subject to City Manager or designee approval
   ii. Techniques and Configurations
      a) Blank facades are prohibited fronting along a street or public open space in lengths greater than twenty linear feet. Design treatments to eliminate blank facades are subject to City Manager or designee approval based on the ability to enhance the pedestrian and visual environment and can include items such as transparent windows and doors, display windows and/or awnings.
      b) All elevations visible from the street or public open space shall be designed as building “fronts”. Buildings occupying corner lots have two street frontages and each façade shall be treated with equal design attention.
      c) In buildings which have more than one material, the “heavier” material should go below the “lighter” material (e.g. a curtain wall upper story with a stone base).

d) Buildings should have window head and sill details, which utilize either projecting elements or materials of a contrasting color and texture and highlight the window treatment.
e) Where visible to the public, the rear of buildings and/or service areas should be the same material and finish as the rest of the building.

f. Roofs and Parapets

It is anticipated that the majority of roof types within the Station Area Sub-district will be flat based on allowable use types. These roof types provide an opportunity for roof-top dining, entertaining, or outdoor pubs and gathering spaces. Roof top plazas are encouraged as well as green roofs.

i. Materials
a) Roofs may be constructed of any material that is permitted by applicable building codes.
b) For flat roofs, "Green Roofs" are encouraged and may be used in lieu of any other roofing material

ii. Techniques and Configurations
a) Rooflines shall be interrupted with varying heights or other architectural elements to break up the building profile.
b) If sloping roofs are incorporated, two more sloping planes are encouraged.
c) Roof penetrations (fans, exhaust, vents, etc.) must be finished and screened in accordance with Subsection II.C.5.d, Roof-mounted Equipment.

g. Windows, Doors, Awnings and Canopies

Windows lining a building facade establish the scale and rhythm of the streetscape for pedestrians. This scale is controlled by the placement, type and sizes of windows. For commercial buildings, windows allow for goods and customers to be viewed, thus creating interaction between the building and public realm. For residences, they control the balance of private and public space and can act as surveillance portals for safety and security concerns.

i. Windows
a) Materials
1) Anodized aluminum, Kynar paint or similar finish, vinyl or other metal.
2) Where windows are provided at the ground floor, a minimum 60% visible light transmittance is preferred. However, windows having a visible light transmittance less than 60% may be allowed in order for the windows to satisfy building code requirements related to energy efficiency, provided that the windows maximize, to the extent possible, the visible light transmittance desired for non-residential uses at the ground floor level for urban streetscape environments to maximize the visibility of the interior activities of the building.
3) Window screens shall match the building frame material color or shall be dark anodized. Window screens shall be prohibited on ground floor non-residential buildings.

4) At the ground floor level:
   (a) Windows shall not be made opaque by signage or other application treatments, except as allowed in Section III, Signage. However, interior sunscreens or blinds shall be permitted.
   (b) Black glass, opaque glass and other "false window" techniques are prohibited.
   (c) Mirrored glass is prohibited where windows are visible from a public street or public open space. A Minor Modification may be requested to allow mirrored glass for uses that demand higher levels of security.

ii. Doors
   a) Materials
      1) Wood, clad wood, anodized aluminum, glass and/or metal
   b) Techniques and Configurations
      1) Service, security or garage doors shall not be placed at street frontages; however, these entries may be placed at alleys or internal parking areas.

iii. Awnings and Canopies
   a) Materials
      1) Metal, canvas, or glass
   b) Techniques and Configurations
      1) Minimum eight-foot clearance above sidewalks.
      2) Shall be constructed in such a way as to be durable and consistent with the architectural character of the building.
      3) When used, shall be located as to provide shading for exterior windows and doors and shall cover the entire width of the window opening or groups of windows.

h. Exterior Lighting
   i. Intent.
      a) Exterior illumination of building walls, landscaping, walkways, public art, and parking areas should be incorporated into the development to provide an opportunity to highlight unique architectural characteristics. Suspended cable lights may be used for animating and down-lighting pedestrian passages, open structures, outdoor dining areas, mews, and other exterior locations. Lighting systems should be provided that enhance the public realm and create a positive and safe pedestrian experience.
      b) Lighting should be adequate to deter crime while controlling intensity that can rob night vision and create light pollution. Additionally, controlling light glare and light spilling onto adjacent properties will add to the quality of the Sub-district. Equipment and lighting fixtures should be weather resistant and durable to minimize maintenance.
   ii. Materials
      a) Permitted Exterior Lighting
         1) LED
         2) Halogen
         3) Metal Halide
         4) Incandescent
         5) Compact fluorescent
         6) Neon lighting may be permitted subject to review and approval of a Minor Modification.

b) Prohibited Exterior Lighting
2) High-intensity discharge (HID)
c) LED strip type lighting may be used; however, the LED strip shall not be visible from a public street, trail or public open space, or from adjacent properties.
d) A Minor Modification may be requested for review and approval of additional lighting elements comparable to the above list of Permitted Exterior Lighting and consistent with the intent of this subsection.

iii. Standards
a) Lighting levels shall comply with the standards for glare set forth in Article XXII-B Performance Standards, Comprehensive Zoning Ordinance, as amended or its successors.
b) Lighting shall be directed downward. Up-lighting of building walls is prohibited.
c) Lighting of signage, parking and pedestrian walkways is to be controlled or narrowly focused.
d) Placement and shielding of light sources shall be done to limit visual impact. Full cut-off metal fixtures are required.
e) Distracting, flashing, traveling or animated lighting is not permitted.

i. Outdoor Seating Areas or Residential Yards:
Outdoor seating areas (including patios and roof-top areas) are allowed and may be partially or fully enclosed (except where noted) in accordance with the requirements below. These requirements are not intended to prohibit the use of patio umbrellas.

i. Permanent Outdoor Seating Areas:
a) May be allowed as an accessory structure and shall be architecturally consistent with the primary building it is serving.
b) May be placed between the established building line and right-of-way line.
c) Shall not encroach into the minimum required sidewalk per the applicable Station Area Sub-district Street Typology and Streetscape Standards (Section II.C.3.)
d) May be enclosed by a perimeter fence and/or wall which shall be constructed of tubular steel, wood, masonry and/or a combination thereof, and shall not exceed forty-two inches in height. A Minor Modification may be requested for review and approval of additional materials or fence heights consistent with the intent of this subsection.
e) Shall also be a minimum 50% open or transparent.
f) When located in a front yard, shall not be partially or fully enclosed for residential uses, except if the seating area is located on a rooftop.
g) Shall comply with building and fire codes.
h) Shall be maintained in good condition free from damage including but not limited to tears, cuts, rips, holes, stains, cloudiness appearance or other dilapidation.
i) Shall be subject to site plan review and approval.

ii. Temporary or Pop-Up Outdoor Seating Areas
a) Outdoor seating areas which are not actively utilized on a frequent basis shall be considered temporary or pop-up in nature. As such, the City may approve a Minor Modification to allow the temporary or pop-up outdoor seating area for the location identified by the applicant.

j. Fences/Screening Walls
Fences and screening walls are allowed in accordance with the requirements below. Additionally, except as listed in this Code, fencing and screening walls shall comply with Chapter 6, Buildings and Building Regulations and Chapter 22. Traffic of the City's Code of Ordinances, as amended or its successors. Fences and screening walls:
   i. Shall not be placed between the established building line and right-of-way line (except as noted in vii.a). in this subsection).
   ii. Shall not be placed within the front yard building setback.
   iii. May have a vehicle ingress/egress gate provided that the gate is setback a minimum twenty feet from the right-of-way line. Such gate shall not open outward towards the right-of-way.
   iv. Shall be constructed of wood, tubular steel, masonry, or other materials as approved by the City Manager or designee, and/or combination thereof. Materials shall not be used which are not intended for fence use. Additionally, the following materials are prohibited: vinyl, chain-link (including but not limited to galvanized, powered or vinyl coated), barbed-wire, or razor wire.
   v. Shall not exceed eight feet in height.
   vi. Shall be constructed so that the finished side of the fence or screening wall which is visible from streets and/or public open spaces, will face outward.
   vii. When used for perimeter security fencing for uses that demand higher levels of security, a Minor Modification may be requested to allow fencing to be:
      a) Placed between the established building line and right-of-way line.
      b) Located within the front yard building setback.
      c) When located between the established building line and the right-of-way, the following shall apply:
         1) Shall be a minimum 50% open or transparent.
         2) Shall be constructed of tubular steel or other similar material as approved by the City Manager or designee.

5. Mechanical, Service Areas and Utilities

a. Intent. Loading and outdoor storage areas, mechanical and rooftop equipment, refuse storage containers and utility accessories shall be screened to reduce the visual impact of these elements on adjoining properties and public rights-of-way in accordance with the Code. Properties shall be exempt from Section 21-47. Screening and Open Space of Chapter 21 Richardson Subdivision and Development Ordinance, as amended or its successors.
b. Loading Docks/Areas
   i. Off-street loading docks/areas for non-residential uses fronting a street shall be screened in accordance with the following:
      a) Solid metal gates;
      b) Masonry screening walls (minimum eight feet tall) architecturally consistent with the principal building on the site;
      c) Overhead doors; or
      d) Any combination of the above.

c. Outdoor Storage
   i. Outdoor storage areas as an accessory use shall be located behind a principal building and shall be screened from view of streets, public open spaces, trails and adjacent properties. Screening shall consist of the following:
      a) Masonry walls (minimum six feet tall, maximum eight feet tall) architecturally consistent with the principal building on the site;
      b) Tubular steel fence (minimum six feet tall, maximum eight feet tall) with an irrigated, solid landscape screen consisting of evergreen variety trees and/or shrubs maintained at a minimum height of six feet within two years of planting; or
      c) Any combination of the above.
   ii. Materials, equipment or commodities shall be stacked no higher than the height of the screening mechanism (maximum eight feet tall).
   iii. If the area behind the principal building is adjacent to a Special Site identified on the Station Area Sub-district Regulating Plan, outdoor storage may be moved to the least conspicuous area of a side yard.
   iv. Outdoor storage as a primary use is prohibited.

d. Roof-mounted Equipment
   i. All roof-mounted equipment, including fans, vents, and air conditioning units and cooling towers, shall be screened to eliminate the view of the equipment.
   ii. The height of the screening device shall be the height of the tallest element of roof-mounted equipment.
   iii. A parapet or architectural design element on a building may screen mechanical equipment; however, the parapet shall not exceed the maximum building height allowed in the Station Area Sub-district Regulating Plan. Mechanical equipment taller than the parapet or architectural design element shall be screened by an additional screening device to achieve the required screening.
   iv. The outside of the screening device shall be painted or finished in a similar color to the building façade, trim or roof surface.

e. Dumpsters
   Any dumpsters, compactors, grease dumpsters, recycling dumpsters or any other waste or garbage containers, or combination thereof (herein after referred to as “containers”) located outside an enclosed building, shall be sited and screened in accordance with the following:
   i. Containers shall be located on a concrete pad that is enclosed on three sides with minimum six-foot tall masonry walls; the exterior of the masonry walls shall be architecturally compatible in design to the primary buildings on the site using common colors and building materials.
   ii. Containers including the required masonry screening walls shall not project into or be located within a required front yard. Containers may be located in a rear yard or interior side yard.
   iii. Containers must be fully serviceable. If serviced from an alley, fire lane or other means of access, the container placement must be sited in accordance with the City’s Dumpster/Compactor Pad Detail. Dumpsters may also be serviced at the end of an access driveway/fire lane (i.e. head-in at the end of the drive).
   iv. Screening is not required if containers are otherwise screened from view by intervening buildings.

v. A Minor Modification may be requested to allow for alternate container placement standards in order to accommodate servicing the container if it is not feasible to site the container in accordance with the requirements of this subsection. Screening requirements shall not be waived.

f. Ground-mounted Equipment, Utility Meters and Other Utility Apparatus
   i. Ground-mounted equipment (including air conditioning units, generators and mechanical equipment), utility meters and other utility apparatus (including transformers), should be located to the rear of the structure or to the side of the structure in a designated utility or service yard.
   ii. Ground-mounted equipment (including air conditioning units, generators and mechanical equipment), utility and other utility apparatus (including transformers) shall be screened from the view of public streets, public open space and trails. Screening is not required if equipment is otherwise screened from view by intervening buildings.
   iii. Screening shall meet minimum clearances required by affected utility companies. Screening methods include:
      a) Landscaping, including trees or evergreen shrubbery;
      b) Masonry walls architecturally consistent with the principal building on the site;
      c) Tubular steel fence in conjunction with evergreen shrubbery; or
      d) Other material subject to review and approval of a Minor Modification consistent with the intent of this subsection.

g. Wall-mounted equipment.
   Wall-mounted equipment, including meters (such as banks of electric meters) shall be screened from the view of public streets, public open space and trails. Screening is not required if equipment is otherwise screened from the public view by intervening buildings or parameter fencing. Screening shall meet minimum clearances required by affected utility companies. Screening methods include:
   i. Landscaping, including trees or evergreen shrubbery;
   ii. Masonry walls architecturally consistent with the principal building on the site;
   iii. Tubular steel fence in conjunction with evergreen shrubbery;
   iv. Other material subject to review and approval of a Minor Modification consistent with the intent of this subsection; or
   v. Wall-mounted screening devices, such as cabinets, which are architecturally compatible with the building façade that the device is mounted on.

6. Residential Zoning District Adjacency

Properties shall be exempt from Section 21-47. Screening and Open Space of Chapter 21 Richardson Subdivision and Development Ordinance, as amended or its successors.

7. Signage

Signage, where provided, shall be in accordance with Section III, Signage herein the Code.

D. Duck Creek

The vision for the Duck Creek Sub-district is to be a place for innovation, creativity and entrepreneurship in a vibrant, mixed use and trail-oriented district that activates both building frontages on the Duck Creek corridor and N. Plano Road and E. Collins Boulevard. This Sub-district will focus on adaptive reuse of existing buildings and targeted infill development that will maximize development potential for emerging and scaling businesses of all types and sizes. Exterior building materials should promote design creativity envisioned for the Duck Creek Sub-district, constructed of quality materials to minimize maintenance. The Sub-district will encourage vibrancy through placemaking and will be visually unique and green, lively and active in promoting open space, entertainment and dining type uses along the Duck Creek Corridor including the use of landscaping, trails and public art.

1. Regulating Plan

a. The Duck Creek Sub-district Regulating Plan on the following page shall apply to all properties within the Duck Creek Sub-district. The "Special Site" shown on this Regulating Plan is further described below under the Public Open Space Plan.

b. Public Open Space Plan

   i. Public open spaces are important for the quality of life of residents, property owners and workers in the Duck Creek Sub-district. The intent of public open spaces in the Duck Creek Sub-district is recommended to:

      a) Provide easily accessible recreation areas and to provide visual breaks in the built environment.

      b) Create gathering spaces for residents, workers and visitors that are inviting, such as the Duck Creek, to enhance the overall character of the Sub-district, and serve a variety of users with passive and active recreational options.

      c) Promote connectivity within and through the Sub-district by including a greenway that connects to the various neighborhoods, areas, trails, and parks within and to the Innovation District.

      d) Preserve prominent natural features that are valuable assets.

      e) Accommodate placement of public art in accordance with the Richardson Public Art Master Plan.

   ii. Public and private open space shall be provided in accordance with Subsection II.D.2.g., Landscaping and Open Space.

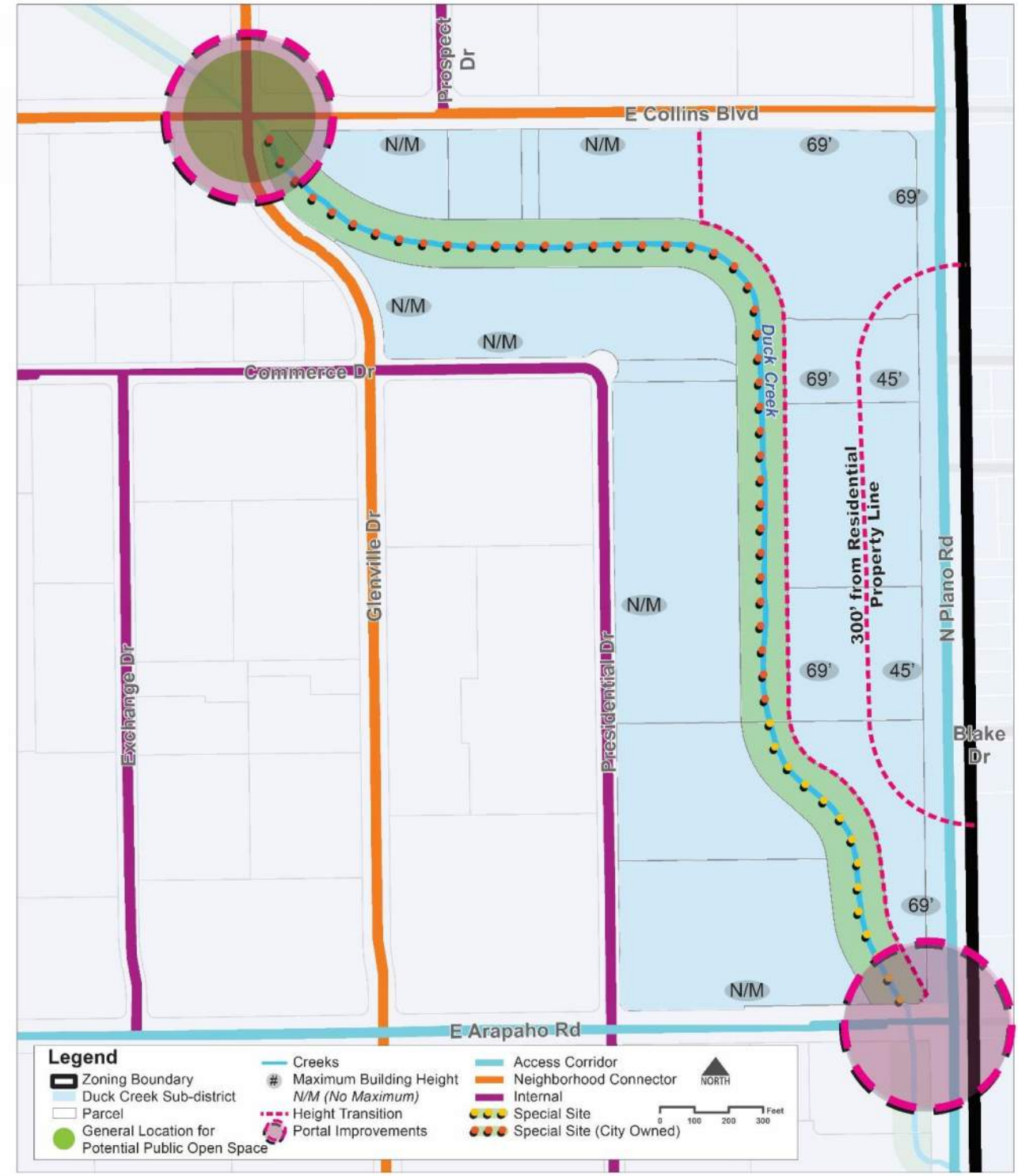
   iii. The graphic on the following page identifies recommended areas for public open spaces in the Duck Creek Sub-district. The locations of these public open spaces are conceptual only and represent approximate locations. The targeted areas for public open space are anticipated to be accomplished through a public/private partnership. Incentives may be available to property owners who participate in this public/private partnership.

   iv. Where properties directly abut the Duck Creek, it is highly encouraged that property owners activate the property between the building and Duck Creek through the establishment of patios and seating areas, restaurants and bars, or connective trails that allow users to appreciate the natural corridor.

c. Portal Improvements

Portal Improvements are important features located around the Duck Creek Sub-district intended to identify key entrances or nodes in this Sub-district. Portal Improvements can take a variety of forms including architectural features, signage, landscaping, or enhancements to existing bridge structures. At the time of development or redevelopment, properties within or adjacent to a Portal Improvement site will be evaluated on a case-by-case basis for potential inclusion of portal/entryway features. Portal Improvements on private property may be included as part of a site's landscaping and open space requirements listed in Subsection II.D.2.g., Landscaping and Open Space.

Duck Creek Sub-district Regulating Plan



2. Building and Envelope Standards

The Building and Envelope Standards which regulate site improvements and land uses for properties within the Duck Creek Sub-district are as identified on the following pages. The Building and Envelope Standards shall be used in accordance with the Duck Creek Sub-district Regulating Plan and Street Typology and Streetscape Standards.

a. Use

i. The following uses are allowed in the Duck Creek Sub-district as follows. Special Permit Uses shall require review and approval as per Article XXII-A, Special Permits, Richardson Comprehensive Zoning Ordinance, as amended or its successors. If a use is not specified in the table in this subsection, then the use is prohibited, and the Code must be amended in accordance with Article XXIX, Changes and Amendments, Richardson Comprehensive Zoning Ordinance, as amended or its successors, to allow such use.

Duck Creek Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Use		
Residential		
Adaptive Reuse	P	See Subsection II.D.4.a.ii.a), Adaptive Reuse.
Live/Work	S	See Subsection II.D.4.a.ii.b), Live/Work.
Non-Residential		
Antenna, Accessory	P	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Antenna, Commercial	P	
Antenna, Commercial, in Excess of Three Antennas	S	
Antenna, Freestanding	P	
Antenna, Mounted	P	
Art Gallery	P	
Assisted Living Facility	S	
Bakery	P	
Bank or Financial Institution	P	
Barber or Beauty Salon	P	Skin and nail care as accessory use only.
Beer and Wine Package Sales - 75% or more Revenue from Sales of Beer and/or Wine	S	
Beer and Wine Package Sales - Less than 75% Revenue from Sales of Beer and/or Wine	P	
Boarding Kennel	S	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Catering Service	P	
Child Care Center	S	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.

Duck Creek Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Church	P	
Collaborative Co-Working Space	P	
Commercial Entertainment, Indoor	S	
Commercial Entertainment, Outdoor	S	
Construction Field Office	P	
Contracting Operation	P	
Cultural/Community Center	P	
Data Center	P	
Distribution Center	P	
Electrical Substation	S	
Event Center	S	
Fine Arts Studio	P	
Food Truck Park	S	
Fraternal Organization	P	
Health Club	P	
Helipad	S	
Home Occupation	P	See Article I, Title Definitions, General Provisions, Auto Wrecking Yards and Swimming Pools, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Hospital	S	
Hotel, Full Service	P	
Hotel, Other	S	
Independent Living Facility	S	
Large Scale Retail/Service Store	S	
Laundry or Dry Cleaning Service	P	Not to exceed 6,000 SF per location.
Laundry Pick Up Station	P	
Mailing Service	P	
Manufacturing Facility	P	
Manufacturing Facility, Artisanal	P	
Manufacturing High-Tech	P	
Martial Arts School	P	
Massage Establishment	S	
Microbrewery	P	See Subsection II.D.4.a.ii.c), Establishments Selling and/or Serving Alcoholic Beverages for On-Site Consumption, for exemption.
Mortuary or Funeral Home	S	
Motor Vehicle Parts and Accessory Sales	P	
Nursing or Convalescent Home	S	
Office	P	
Parking Garage	P	

Duck Creek Use Type	How Permitted P-Permitted S-Special Use	Supplemental Use Regulations
Parking Surface Lot	S	
Parking Surface Lot or Garage - Municipal	P	
Performing Arts Center	S	
Pet Sales and Grooming	P	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Photography or Art Studio	P	
Print Shop, Major	P	
Print Shop, Minor	P	
Private Club	S	Subject to Chapter 4, Code of Ordinances, as amended or its successors.
Private Recreational Club	S	
Public Building	P	
Radio, Recording or Television Studio	P	
Radio or Television Station	P	
Repair Shop, Household Items	P	
Repair Shop, Personal Items	P	
Research Laboratories and Facilities	P	
Restaurant Without Drive-Through or Curb Service	P	Encourage frontage, outdoor dining or patio along Duck Creek available for patrons
Retail Sales	P	
School, Parochial (Not Located on Same Lot as Religious Institution)	S	
School, Parochial (Located on Same Lot as Religious Institution)	P	
School, Private	S	
Technical Training School	P	
Temporary open air market	S	Subject to Article VIII, Chapter 12 of Code of Ordinances of the City of Richardson, as amended.
University or College	P	
Veterinary Office	P	See Article XXII-E, Supplemental Regulations for Certain Uses, Richardson Comprehensive Zoning Ordinance, as amended or its successors.
Warehouse	P	
Wholesale Establishment	P	
Winery/Distillery	P	See Subsection II.D.4.a.ii.c), Establishments Selling and/or Serving Alcoholic Beverages for On-Site Consumption, for exemption.

ii. Additional Supplemental Use Requirements

a) Adaptive Reuse

Dwelling units located within approved adaptive reuse projects shall be a minimum of 500 square feet. If an adaptive reuse project includes residential uses, the building may be retrofitted to increase the building height. However, the building footprint shall not be expanded without review and approval of a Special Permit as per Article XXII-A, Special Permits, Richardson Comprehensive Zoning Ordinance, as amended or its successors.

b) Live/Work

The business operated within the live/work shared space unit, where the residential and non-residential functions take place in an internally connected unit, may engage employees in the conduct of the business within the unit; however, if the owner of the business is not residing in the dwelling unit portion of the live/work unit, at least one full-time employee of the business must reside in the live/work unit. In no case shall the dwelling unit within the live/work unit be sold or rented separately from the non-residential area of the live/work unit.

c) Establishments Selling and/or Serving Alcoholic Beverages for On-Site Consumption

Establishments which sell and/or serve alcoholic beverages for on-site consumption shall be exempt from zoning acreage requirements and number of establishments per acreage requirements as provided for in Section 4-7 (a) and (b), Chapter 4. Alcoholic Beverages, of the City's Code of Ordinances, as amended or its successors.

b. Lots/Blocks

i. All lots shall have direct frontage to a street.

ii. Block faces that result 500 feet in length or greater shall provide:

a) Pedestrian access through the block to the opposite block face and at an approximate mid-block distance, to allow pedestrians to walk through the block to Duck Creek, and/or the opposite side of the block, without having to walk along the block perimeter.

c. Access

i. Driveways

a) A driveway is not required.

b) For lots utilizing a driveway accessing the street, a continuous driveway shall not be permitted.

c) Driveways shall be maximum thirty feet in width. Turning radii shall be as approved by the City Manager or designee.

d) Driveways are limited to no more than one driveway per 150 feet of street frontage, measured at inside edge of driveway to inside edge of driveway at the right-of-way line. This spacing shall be required for driveways on the same platted lot and driveways between adjacent lots. A Minor Modification may be requested to this standard for properties with limited street frontage or in instances where existing driveways would preclude access to site.

e) Shared driveways shall be provided and encouraged, where feasible, to reduce the number of curb cuts along the street.

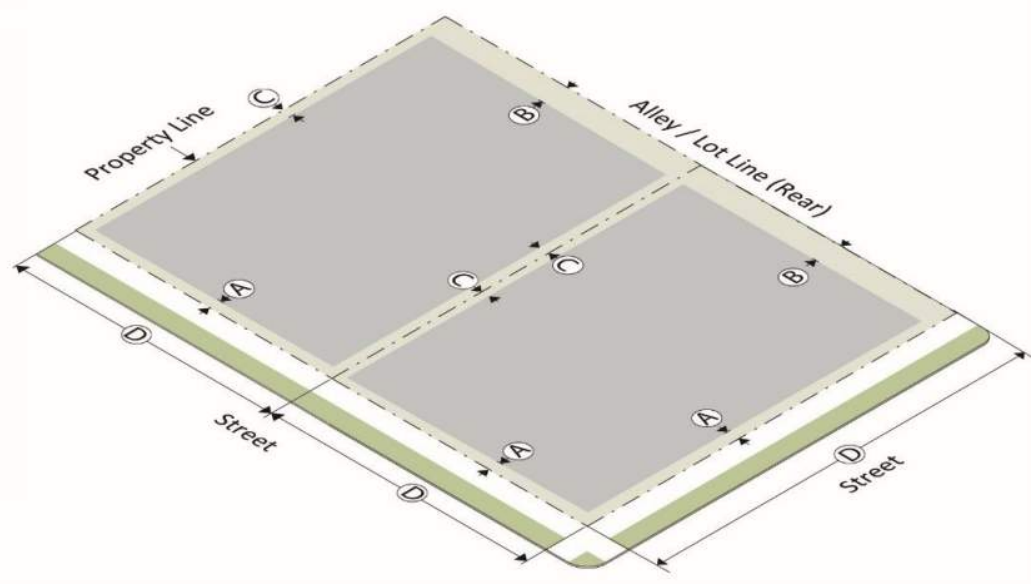
f) Driveways shall conform to City of Richardson standards for driveway construction.

ii. Sidewalks

a) Sidewalks shall be provided along all streets in accordance with the applicable Street Typology and Streetscape Standards for the Duck Creek Sub-district in Subsection II.D.3, Street Typology and Streetscape Standards, as well as conform to City of Richardson standards for sidewalk construction. Streets not identified on the Street Typology and Streetscape Standards for the Employment Sub-district shall comply with Section 21-45. Sidewalks of Chapter 21 Richardson Subdivision and Development Ordinance, as amended or its successors.

b) A sidewalk shall be constructed to permit pedestrian access from the street to the building, unless paved access is otherwise provided.

d. Buildings and Building Placement



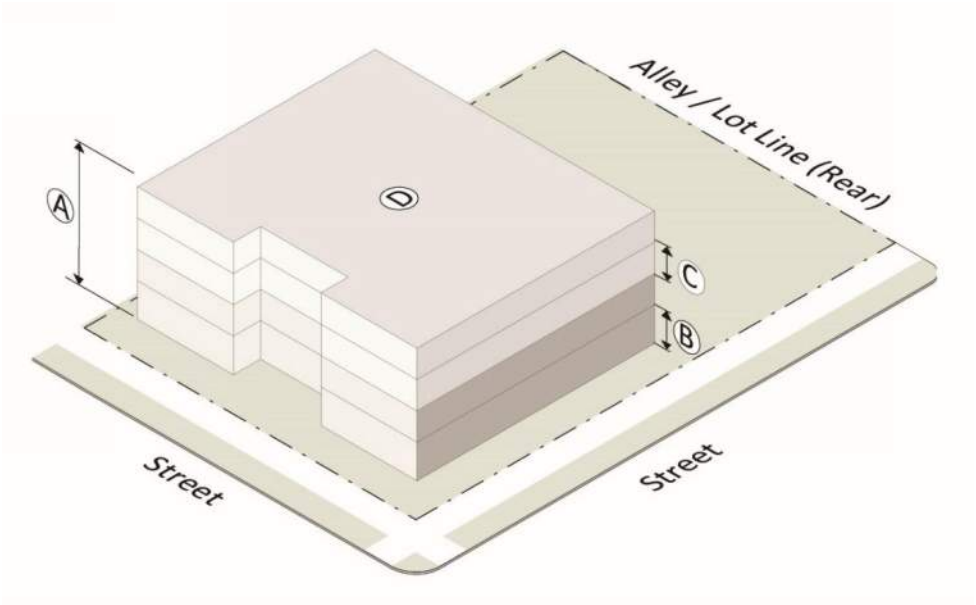
Duck Creek - Building Placement by Street Type				
		Access Corridor	*Neighborhood Connector*	*Internal*
Ⓐ	Minimum Front Yard Setback[16]	• Min. 40 feet	• None	• None
Ⓑ	Required Rear Building Line Setback[17]	• None	• None	• None
Ⓒ	Required Interior Side Building Setback [17]	• None	• None	• None
Ⓓ	Building Frontage Buildout	• None	• None	• None

[16] For properties fronting on both North Plano Road and Duck Creek, North Plano Road shall be considered the front yard.

[17] Or as permitted by Building Code, whichever is greater.

i. Multiple buildings shall be allowed on a lot provided that use of the buildings is permitted in Subsection 2.a., Use, and conform to the requirements of this Code.
ii. Accessory buildings are permitted as defined by the Richardson Comprehensive Zoning Ordinance and shall confirm to the setback and height requirements of this Sub-district.
iii. Building setbacks shall be measured from the property line and shall be provided in accordance with the requirements in the table in this subsection. The Building Frontage Buildout is the percentage of the lot width of where the principal building and/or parking garage shall be located at the front building setback closest to the street.
iv. Canopies, signs, awnings and balconies may encroach over the sidewalk where allowed by this Code. In no case shall an encroachment be located over an on-street parking or travel lane, nor shall the encroachment substantially interfere with street tree growth.

e. Height and Ground Floor Size
   i. Principal Buildings and Parking Structures
      a) The maximum height of a principal building or parking structure shall be as identified on the Duck Creek Sub-district Regulating Plan. The height is identified in feet.
      b) The height of a building or parking structure shall be measured from at grade to the tallest projecting element on the building or parking structure as provided in this subsection.
      c) Roof top seating areas shall be allowed on buildings. Shade structures, regardless if freestanding or attached to the building, if provided, shall count towards the overall total building height.
      d) Mechanical equipment, including screening mechanisms as required in Subsection II.D.5.d., Roof-mounted Equipment, and elevator penthouses shall be excluded from calculating the height of a building or parking garage.
      e) Multi-story buildings can utilize any combination of height in feet per story as long as the overall height of the building does not exceed the maximum building height in feet for the number of stories proposed.
   iii. Accessory Buildings
   An accessory building shall not exceed fifteen feet in height.
   iii. Maximum Ground Floor Size
   There are no maximum ground floor size restrictions for the Duck Creek Sub-district.



Maximum Building Heights		
Ⓐ	Principal Building fronting on:	
	Access Corridor	45 feet – 69 feet (Per Regulating Plan)
	Neighborhood Connector	69 feet – No max.
	Internal	No max.
Ⓑ	Ground Story	No maximum per story, however shall not exceed the total height identified on the regulating plan
Ⓒ	Subsequent Stories	
Maximum Building Ground Floor		
Ⓓ	Principal Building(s)	No maximum

f. Parking

i. Intent

The intent of this section is to:

a) Manage parking so that it is convenient, efficient and supports an active and vibrant environment for trail-oriented development;

b) Provide flexibility in the leasing of allowed uses, reuse of properties, and for redevelopment of sites; and

c) Encourage shared parking areas to meet the needs of multiple property owners and businesses.

ii. Shared and On-Street Parking

a) Shared parking is preferred. Centralized parking locations throughout the Duck Creek Sub-district that permit people to park at convenient locations with ample parking to access multiple uses should be considered over individual parking areas on individual lots.

b) Shared parking areas shall be connected to businesses and residences with paved and landscaped pedestrian walkways.

iii. Off-Street Parking Requirements

a) Required On-Site Spaces. The construction of any new building or expansion of gross square footage of an existing building shall be required to provide on-site parking in accordance with the parking requirements provided in the table below.

Use	**Parking Required**
Adaptive Reuse	No additional spaces required
Data Center	1.0 space per 5,000 square feet
Hotel	• 0.75 space per guest room for full-service hotel • 0.5 space per guest room for other hotels
Live/Work Unit	• 1.0 space per dwelling unit • Non-Residential parking shall be based on non-residential parking ratios
Industrial, Manufacturing or Warehouse Uses < 5,000 square feet	No spaces required
Industrial, Manufacturing or Warehouse Uses ≥ 5,000 square feet	1.0 space per 1,000 square feet above the first 5,000 square feet
Institutional or Assembly Uses	1.0 space per every 3 persons accommodated
Non-Residential Uses not Listed < 5,000 square feet	No spaces required
Non-Residential Uses not Listed ≥ 5,000 square feet	1.0 space per 500 square feet above first 5,000 square feet
Restaurants	1.0 space per 300 square feet

b) Parking Spaces. Spaces shall be dimensioned and designed in accordance with the City's Parking Design Manual. Handicap accessible parking spaces shall be installed in accordance with State of Texas requirements.

c) On-Street Parking. On-street parking, located on the adjacent street(s) for the width of the property, may be used toward satisfying on-site parking requirements (where allowed by the applicable Street Typology and Streetscape Standards).

d) Public and Shared Parking. A Minor Modification may be requested to allow credit for available public parking or a shared off-street parking facility on another lot within 600 feet of the subject property, regardless of the shared parking being located in another Sub-district, to apply towards on-site parking requirements.

e) Off-Street Bicycle Parking. Bicycle parking shall be provided in accordance with the City's Bicycle Parking Ordinance and/or Policy, as adopted.

iv. Parking Structures

a) Parking structures shall not exceed the maximum building height as shown on the Duck Creek Sub-district Regulating Plan.

b) Parking structures shall have a façade design similar to surrounding buildings along the street front. If possible, parking structures should be located to the sides of buildings to minimize their visibility from adjacent streets and Duck Creek.

c) Where a parking garage must be located adjacent to a street or along Duck Creek:

1) The parking structure facades shall be designed with both vertical (changes in planes, columns, pilasters, etc.) and horizontal (aligning with horizontal elements along the block) articulation and the building materials shall be compatible with the material of the building the parking structure serves.

2) The parking structure shall be designed in such a way that motor vehicles and ramps on all parking levels are not visible from all adjacent public streets. Ramps shall not be located on the perimeter of the parking structure. Architectural screens shall be used to articulate the façade, hide parked vehicles, and shield the lighting inside the structure.

3) Public art can be used as an effective screening device for the garage.

d) Off-street below-grade parking may be built to the property lines but must be designed to allow landscape planting at grade as required by the Duck Creek Sub-district Street Typology and Streetscape Standards. No below-grade parking beneath a building shall be visible from the sidewalk or public open space.

e) Wayfinding signage should be provided to direct drivers to the parking structure.

v. Surface Parking

a) Off-street surface parking is preferred to be located to the side of a building; however, where it is not feasible to locate parking to the side of the principal building, parking may be provided between the building and the street.

b) Adjacent to Special Sites

Off-street surface parking is prohibited along the Duck Creek Special Site identified on the Duck Creek Sub-district Regulating Plan for new development or redevelopment scenarios, or when expanding existing parking. This includes the area between the principal building and Duck Creek, extending the full width of the lot between side lot lines.

c) Landscaping for Surface Parking

All surface parking shall be landscaped and screened in accordance with the landscaping requirements provided in this subsection when new development or complete redevelopment occurs or when existing parking is expanded.

1) Parking Lots Visible from Required Sidewalks

A minimum ten-foot wide landscape area shall be provided between the sidewalk and parking lot. A minimum one three-inch caliper shade tree at planting, selected from the plant list in Subsection II.D.3.d.vi., Plant List, shall be provided within this landscape area at an average spacing of thirty feet but in no case shall trees be placed greater than forty feet apart. Additionally, a solid evergreen shrubbery hedge shall be provided minimum 36-inches in height at planting, selected from the plant list in Subsection II.D.3.d.vi., Plant List, to screen vehicle headlights and undercarriage. In lieu of the required evergreen shrubbery hedge, a Minor Modification may be requested to allow for the following to screen vehicle headlights and undercarriage provided the screening element is a minimum thirty-six-inch tall:

(a) Retaining wall;
(b) Berming; or
(c) A combination of retaining wall, berming, and/or evergreen screening hedge.

2) Interior Parking Lot Landscaping

(a) Each row of parking shall be configured so that there is a minimum ten-foot-wide landscape island with each run of eight parking spaces. A parking island shall be required on the end of each row of parking.
(b) Minimum three-inch caliper shade trees at planting, selected from the plant list in Subsection II.D.3.d.vi., Plant List, shall be provided internal to the parking lot at a rate of one street tree for every six parking spaces.
(c) A concrete, pavestone or mulch strip the width of the vehicle overhang shall be provided for parking spaces adjacent to a landscape area. This strip shall be measured from the face of curb to the edge of the landscape area adjacent to the parking space.
(d) Diamond tree wells may be used for interior parking lot landscaping in lieu of subsections (a) and (c) above if the parking lot is completely integral and internal to a development project (e.g. surface parking lot is internal to and surrounded by buildings).
    i. Diamond tree wells shall be provided throughout the parking lot at the rate of one diamond tree well for every ten parking spaces.

3) Additional Landscaping. Additional landscaping, where provided, such as shrubbery, ornamental trees and grasses, and groundcover/vines shall be selected from the plant list in Subsection II.D.3.d.vi., Plant List. Other materials may be used in combination with materials from the plant list, subject to landscape plan approval by the City.

4) Plant Health. All plant material shall be No.1 grade, free from plant diseases, have a healthy, normal root system, rounded branching pattern, and shall conform to the code of standards set forth in the current addition of the American Standard for Nursery Stock. Drought tolerant trees, plants and grasses are encouraged for meeting landscaping requirements.
5) Irrigation. Landscape material shall be irrigated by a mechanical underground system with operating rain and freeze sensors.
6) Maintenance
   (a) The property owner is responsible for maintaining the landscape in accordance with the approved landscape plan and all irrigation systems shall be maintained and operable.
   (b) Dying plant material, as determined by the City, shall be replaced in accordance with the approved landscape plan.

vi. Bicycle Parking. Bicycle parking shall be provided in accordance with the City's Bicycle Parking Ordinance and/or Policy, as adopted.

g. Landscaping and Open Space
   i. Application
      a) Landscaping and open space requirements and landscape buffers shall apply to new development or a complete redevelopment scenario.
   ii. On-Site Landscaping and Open Space Requirements
   On-site landscaping and open space shall be provided to improve the overall appearance of the District and for the enjoyment of persons and employees within the Duck Creek Sub-district.
      a) A minimum 10% of the lot shall be landscaped. Surface parking landscaping and landscape buffers may be applied to meet this requirement.
      b) Half of the overall required 10% site landscaping noted above in a) (i.e. minimum 5% of the lot) shall be publicly accessible open space. This space shall include amenities that are suitable for gathering or recreational activities.
         1) Publicly accessible open space requirements noted above in b) do not apply to Data Center uses, adaptive reuse sites, or lots one acre or smaller unless subdivided from a larger parent tract resulting in a lot one acre or smaller.
      c) Common outdoor space shall be appropriately designed for its public or private purpose. If designed for public use, it shall be highly visible from the public right-of-way and/or from Duck Creek and accessible to the general public. If designed solely for private use, it shall be centrally located and easily accessible to all individuals it is expected to serve.
      d) Direct connectivity to the Duck Creek trail corridor is anticipated to be accomplished through a public/private partnership.
      e) A development plan (site plan or concept plan) may be required to demonstrate how the landscaping and open space requirement is being satisfied for an entire parent tract (development site).
   iii. Landscape buffer for properties fronting streets designated as Access Corridor, Neighborhood Connector or Internal on the Duck Creek Sub-district Regulating Plan shall provide a ten-foot wide landscape buffer, if one has not been provided as required in Subsection II.D.2.v.c.1 Parking Lots Visible from Required Sidewalks.
      a) Within the required landscape buffer, a minimum one three-inch caliper shade tree at planting, selected from the plant list in Subsection II.D.3.d.vi., Plant List,

shall be provided within this landscape area at an average spacing of thirty feet but in no case shall trees be placed greater than forty feet apart.

b) Alternative landscaping that meets the intent of the landscape buffer described above may be permitted for lots one acre or smaller after review and approval by the city under Section IV.E, Minor Modification to Code

c) Landscape buffer requirements do not apply to adaptive reuse sites.

3. Street Typology and Streetscape Standards

a. Intent

The Street Typology and Streetscape Standards provide for a cohesive streetscape along block faces, emphasizing the public realm with a consistent design theme throughout the Sub-district and enhancing the physical relationship between buildings and their adjacent streets. The standards also seek to take into consideration reuse of existing buildings and new construction.

b. Street Standards.

i. All streets shall conform to the provisions of the Code. The Street Typology Standards (street cross sections) and Streetscape Standards (prototypical streetscape plans) shall be used in accordance with the Duck Creek Sub-district Regulating Plan. Refer to the regulating plan to identify the street name and type adjacent to the subject property and use the corresponding Street Typology and Streetscape Standards graphics on the following pages.

ii. The preferred condition identified in the Street Standards is required to accommodate street improvements to existing streets and for design of proposed streets. A Minor Modification may be requested for review and approval of any alternate street design less than the preferred design standards.

iii. Existing Streets. The regulating plan depicts existing streets within the Duck Creek Sub-district. Unless determined otherwise by the City, at such time when properties adjacent to the existing streets develop and/or redevelop, the property owner shall, in accordance with the applicable Street Typology and Streetscape Standards and for the distance adjacent to the property, dedicate to the City sufficient right-of-way (or equivalent) to accommodate the necessary street improvements. The City shall be responsible for constructing and maintaining the travel lanes, on-street parking, greenscape/furnishing zone including irrigation system, and sidewalk improvements at such time when determined by the City.

iv. Proposed Streets – Not Shown on Regulating Plan. Should a property owner want to construct a new street on their property and said street is not shown on the Duck Creek Sub-district Regulating Plan, the property owner shall:

a) Design the street in accordance with one of the Street Typology and Streetscape Standards provided for in the Duck Creek Sub-district Street Typology and Streetscape Standards subsection (see graphics on the following pages);

b) Construct the entire street section including travel lanes, on-street parking, greenscape/furnishing zone including irrigation system, and sidewalk improvements; and

c) Dedicate a private street easement (or equivalent) that provides for vehicle and pedestrian public access. The property owner shall be responsible for maintaining the travel lanes, on-street parking, greenscape/furnishing zone including irrigation system, and sidewalk improvements required in a) and b) above. However, should the City decide to maintain the street improvements

required in a) and b) above, then the property owner shall dedicate to the City sufficient right-of-way (or equivalent) to accommodate the street improvements.

v. All right-of-way dedication and street construction for all streets (existing and proposed) shall be in accordance with the City's Subdivision and Development Ordinance (Code of Ordinances, Chapter 21), as amended or its successors.

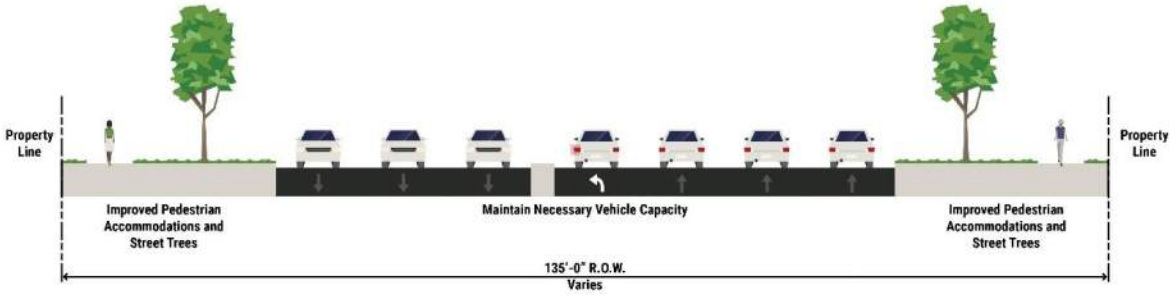
vi. Street Typology Standards (Street Cross Sections)

Access Corridor

Typical Characteristics
- Vehicle capacity priority
- Limited pedestrian accommodations
- Limited right-of-way on most corridors

Design Options
- Wider sidewalks and pedestrian amenities
- Increased street trees and streetscaping where possible

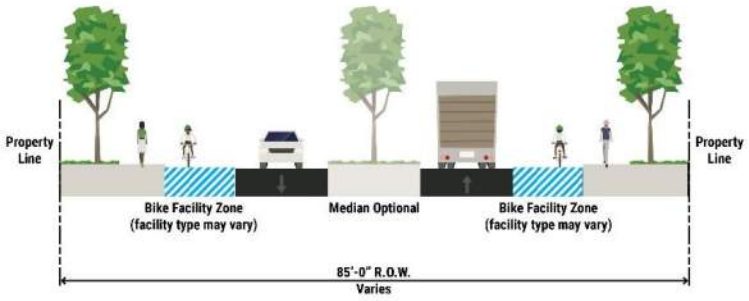
Plano Road



Neighborhood Connector

Typical Characteristics
- Lower vehicle capacity priority
- Balance between cross-district mobility and local access

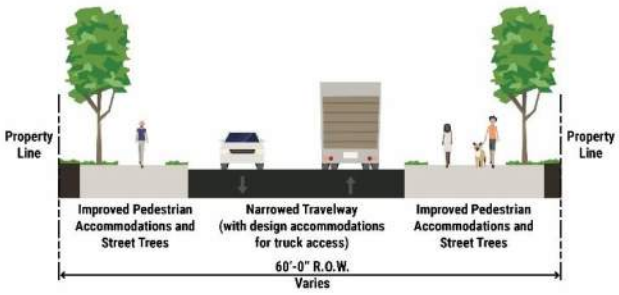
Design Options
- Increased bicycle and pedestrian separation from traffic
- Street trees where possible; could include landscaped median or midblock center islands
- Curb radii and intersection design to accommodate turning trucks



Internal

Typical Characteristics
- **Wide travel lanes**
- **Limited pedestrian accommodations with some gaps**

Design Options
- **Wider sidewalks or shared-use paths**
- **Narrow travelway to increase street trees or other amenities to improve pedestrian comfort**



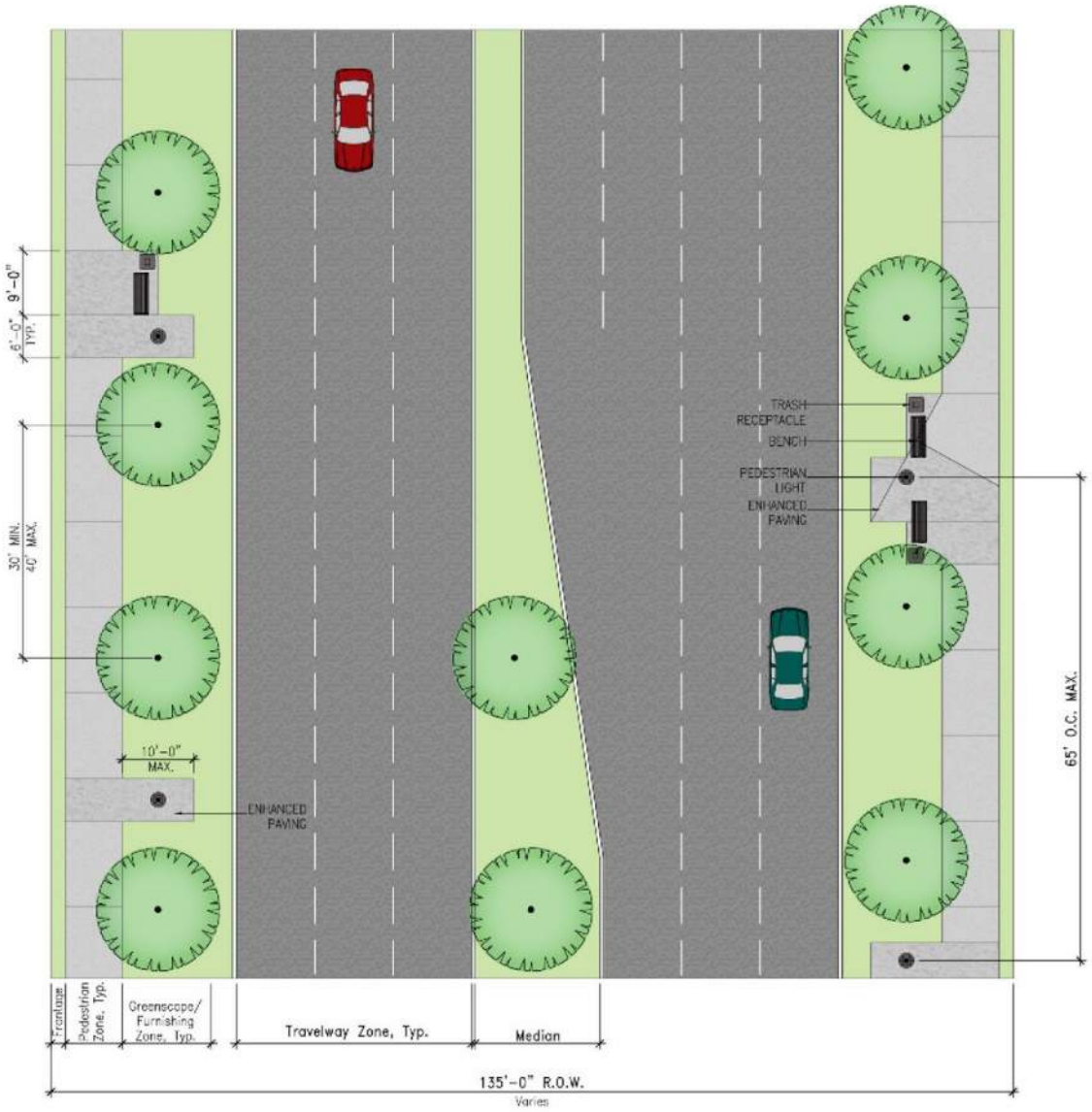
	Frontage		Pedestrian Zone		Greenscape/ Furnishing Zone		Bike Zone[1]		Travelway Zone	Median	
	Pref.	Min.	Preferred	Minimum	Pref.	Min.	Preferred	Minimum	Travel Lanes	Preferred	Minimum
Access Corridor	2'	0'	8'	5'	5'	0'	10'-12' Shared-use Sidepath	N/A	10'-11' (4-6 lanes)	16'	14'
Neighborhood Connector	2'	0'	6'	5'	5'	0'	7'-12' Buffered Bike Lane/ Cycle Track	5'-6' Bike Lane	10'-11' (2-4 lanes)	10'-16'	N/A
Internal	2'	0'	6'	5'	5'	0'	N/A	N/A	10'-12' (2 lanes) *wider travel lanes may be preferred for heavy truck use	N/A	N/A
Transitional	2'	0'	6'	5'	5'	0'	7'-12' Buffered Bike Lane/Cycle Track	5'-6' Bike Lane	10'-11' (2 lanes)	N/A	N/A
Parkway (Greenville Ave)	2'	0'	6'-12'	5'	5'	0'	10'-12' Buffered Cycle Track	7'-12' Buffered Bike Lane	10'-11' (4 lanes)	14'-16'	14'
Urban Mixed Use	2'	0'	8'	5'	6'	4'	N/A	N/A	10'-11' (2 lanes)	N/A	N/A
Urban Neighborhood	2'	0'	8'	5'	5'	0'	N/A	N/A	10'-11' (2 lanes)	N/A	N/A

[1] Bicyclists' comfort levels decrease proportionally with increases in motor vehicle volumes and the speed of adjacent traffic. As a result, both traffic volume and traffic speed are important considerations when choosing an appropriate bikeway type for a given location. Buffered or protected bicycle treatments are preferred on roadways with speeds 30 mph or greater or when traffic volume exceeds 6,000 vehicles per day.

c. Street furnishings
   i. Placement
      a) Street furnishings shall be generally located within the greenscape/furnishing zone as provided for in the Duck Creek Sub-district Street Typology and Streetscape Standards (in Subsection II.D.3., Street Typology and Streetscape Standards), and in accordance with Subsection II.D.3.b., Street Standards. The following streetscape standards illustrate recommended dimensions for spacing of street furnishings, street trees, pedestrian lights and enhanced paving areas. Final location of street furnishings shall be determined by the City.
      b) Should a property owner install the street furnishings, then the street furnishings shall be shown on an approved site plan and landscape plan prior to installation.

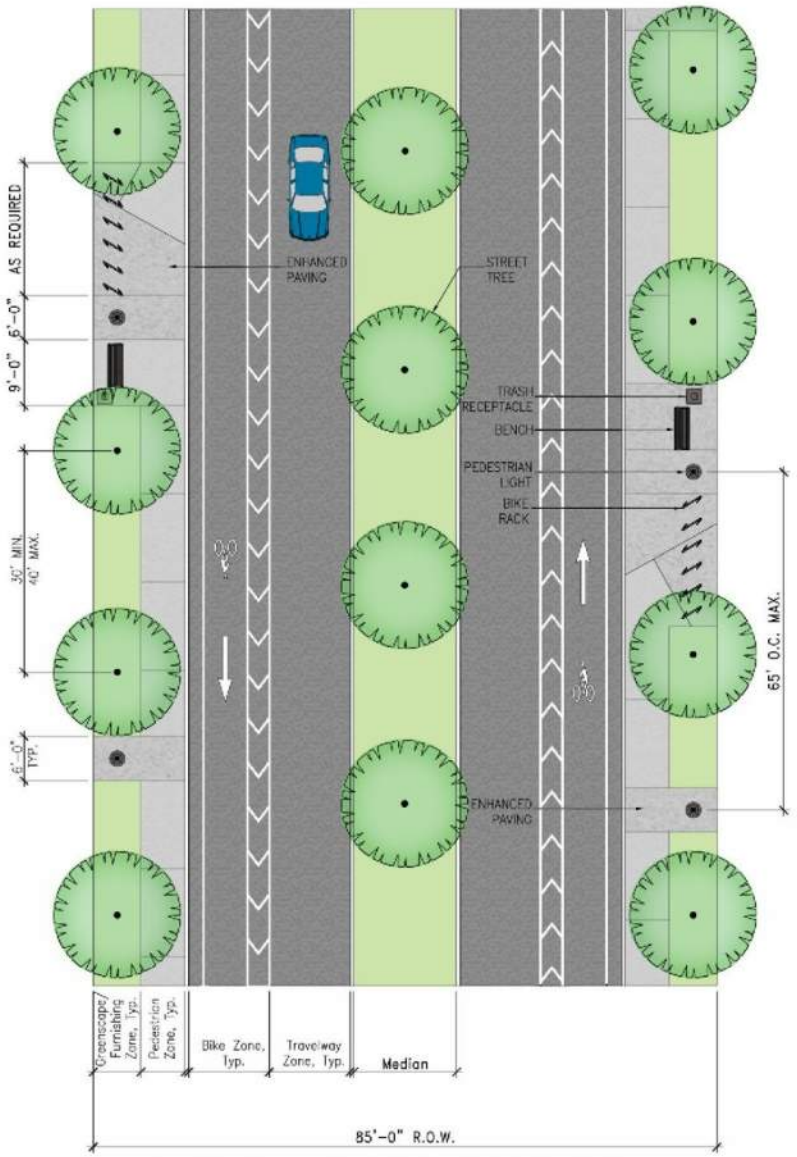
ii. Streetscape Standards (Prototypical Streetscape Plans)

ACCESS CORRIDOR – PLANO ROAD



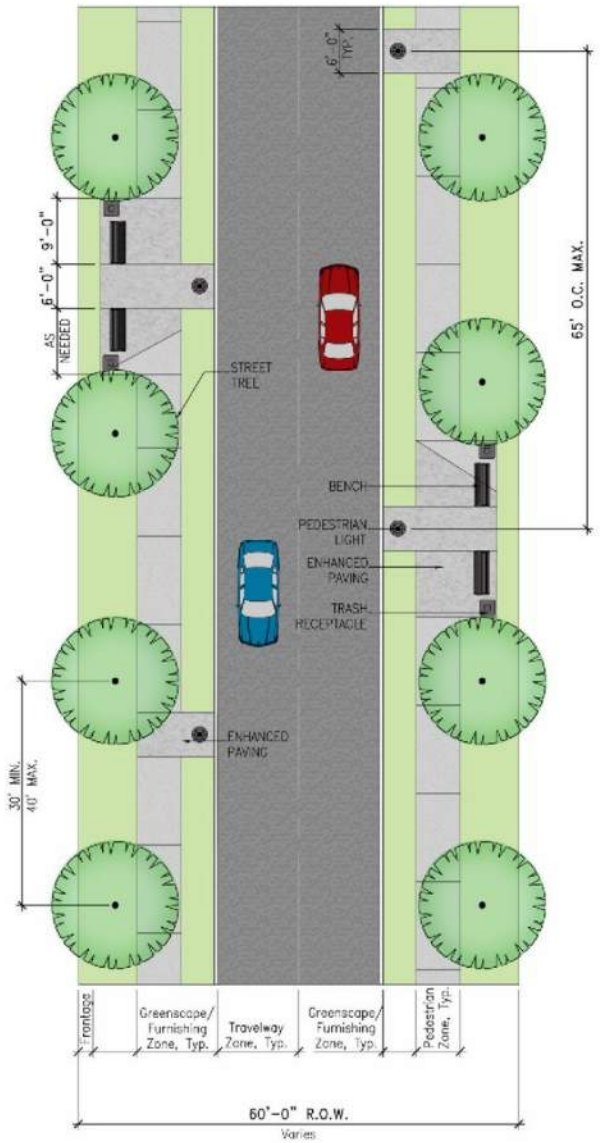
NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

NEIGHBORHOOD CONNECTOR



NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

INTERNAL



NOTE: STREET FURNISHINGS (STREET TREES AND PEDESTRIAN LIGHTS) SHALL BE GENERALLY LOCATED WITHIN THE GREENSCAPE/FURNISHING ZONE, HOWEVER, POTENTIAL EXISTING ROW CONSTRAINTS INCLUDING UNDERGROUND AND OVERHEAD UTILITIES MAY EXIST ALONG THIS STREET AND MAY PREVENT THE INSTALLATION OF STREET FURNISHINGS.

d. Landscape and Street Trees

Street trees shall be provided within the greenscape/furnishing zone.

i. Street Trees. Street trees shall be selected from the plant list provided in Subsection II.D.3.d.vi., Plant List. Trees other than those in the Street Tree list may be used in combination with the approved items, subject to landscape plan approval by the City.

a) Planted within the required greenscape/furnishing zone as specified on each Street Typography and Streetscape Standards graphic (Streetscape Standards (Prototypical Streetscape Plans) in Subsection II.D.3.c.ii.

b) Street trees are those listed below and shall be a minimum three-inch caliper and at least ten feet in height, single trunk (or minimum four-cane/two-foot diameter root ball for ornamental trees) at planting. Understory/ornamental trees may be considered when conflicts exist with existing underground or overhead utilities.

c) Within the first three years from planting, tree branches shall be maintained at no less than six feet above the adjacent sidewalk and not less than ten feet above on-street parking space or travel lane.

d) After three years from planting, trees shall be maintained at no less than seven feet above the adjacent sidewalk and no less than fourteen feet above on-street parking space or traffic lane.

ii. Additional Landscaping. Additional landscaping, where provided, such as shrubbery, ornamental trees and grasses, and groundcover/vines, shall be selected from the plant list in Subsection II.D.3.d.vi., Plant List. Other materials may be used in combination with materials from the plant list, subject to landscape plan approval by the City.

iii. Plant Health. All plant material shall be No.1 grade, free from plant diseases, have a healthy, normal root system, rounded branching pattern, and shall conform to the code of standards set forth in the current addition of the American Standard for Nursery Stock. Drought tolerant trees, plants and grasses are encouraged for meeting landscaping requirements.

iv. Irrigation. Landscape material shall be irrigated by a mechanical underground system with operating rain and freeze sensors. Irrigation systems provided within the greenscape/furnishing zone shall be installed and maintained as provided in Subsection II.D.3.b. Street Standards. Irrigation systems for all other landscaping material shall be installed by the property owner.

v. Maintenance.

a) Except as provided in Subsection II.D.3.b. Street Standards, the property owner is responsible for maintaining all landscaping material in accordance with the approved landscape plan and all irrigation systems shall be maintained and operable.

b) Except as provided in Subsection II.D.3.b. Street Standards, dying plant material, as determined by the City, shall be replaced by the property owner in accordance with the approved landscape plan.

vi. Plant list

a) Street Trees (minimum 3-inch caliper)
Allee Elm, *Ulmus parvifolia 'Emer II'*
Autumn Blaze Maple*, Acer freemanii*
Cathedral Live Oak, *Quercus virginiana*
Cedar Elm, *Ulmus crassifolia*
Homestead Elm, *Ulmus* 'Homestead'
Locust / Shademaster Locust, *Gleditsia triacanthos*[18]
October Glory Maple, *Acer rubrum 'October Glory'*
Red Maple, *Acer rubrum*
Shantung Maple, *Acer truncatum*
Shumard Red Oak, *Quercus shumardii*[19]
Shade Master Locust, *Gleditsia triacanthos 'Shademaster'*

b) Understory/Ornamental Trees (minimum four-cane/2-foot diameter root ball)
Roughleaf Dogwood, *Cornus drummondii*
Yaupon Holly, *ilex vomitoria*
(female only such as 'Pride of Houston' or 'Will Fleming')
Deciduous Holly, Warren's Red, *ilex decidua* (female only)
Crape Myrtle, *Lagerstromia indica*
Mexican Plum, *Prunus mexicana*
Mexican Redbud, *Cersis canadensis var. mexicana*
Oklahoma Redbud,*Cersis reniformis 'Oklahoma'*
Texas Redbud, *Cersis canadensis var. texensis*
American Smoke Tree, *Cotinus obovatus*
Vitex, *Vitex negundo 'Heterophylla'*
Desert Willow, *Chilopsis linearis*

c) Shrubs for Screening (minimum 36-inches tall)
Dwarf Nandina, *Nandina domestica nana*
Dwarf Burford Holly, *Ilex cornuta 'burfordi nana'*
Abelia Grandiflora, A*belia grandiflora*
Red Yucca, *Hesperaloe parviflora*
Texas Sage, *Leucophyllum frutescans*
Indian Hawthorn, *Raphiolepsis indica*
Native Sumac, *Rhus typhina*
Dwarf Crape Myrle, *Lagerstromia indica 'nana'*
Dwarf Yaupon Holly, *Ilex vomitorria 'nana'*

d) Groundcover/Vines (minimum 1 gallon unless otherwise noted)
Asian Jasmine, *Trachelosperum Asiaticum coloratus* 4" pot, heavily rooted, full
Purple Winter Creeper, *Euonymus* 4" pot, heavily rooted, full
Santolina, *Santolina virens*
Cross Vine, *bignonia capreolata*
Coral Honeysuckle, *Lonicera sempervirens*
Purple Honeysuckle, *Lonciera japonica 'purperia'*
Virginia Creeper, *Parthenocissus quinquifolia*
Lady Banks Rose, *Rosa banksiaw lutea*

[18] Locust trees have a problem with reflected heat when young; trunk should be wrapped during early stages.
[19] Should provide a limited root barrier to direct spreading roots downward.

Wisteria, *Wisteria sinensis* 5 gallon container
Vinca (major), *Vinca major* 4" pot, heavily rooted, full
Common Bermuda, *Cynodon dactyton*
Fescues, *Festuca rubra*
Buffalo Grass, *Buchloe dactyloides*

e) Ornamental Grasses
Gulf Muhly Grass – *Muehlenbergia lindheimeri*
Feather Reed Grass
Mexican Feather Grass
Miscanthus
Indian Grass
Purple Autumn Grass
Or other Grass as approved by City Manager or designee

4. Architectural Standards

a. Intent
The Duck Creek Sub-district is envisioned as a unique, lively, green and active district of varying building designs, sizes and densities, that is both walkable and bikeable. Within the Duck Creek Sub-district, building designs should be comprised of simple, clean shapes and forms, and include the integration of unique or modern building materials to provide individual building identity. Redevelopment of existing building structures or sites will allow for new infill development with the potential for larger building mass to ensure maximum development opportunity. Additionally, exterior façade wall articulation and rhythm and building placement is also important for the identification of businesses, pedestrian scale and Sub-district identity as a key area along the Duck Creek.

b. Building Articulation
   i. Where the building faces a public street or public open space, including Duck Creek, buildings shall demonstrate both horizontal and vertical articulation. This may be expressed by a change in building plane, stepping portions of facades in and out, using architectural features such as columns, or changing types or colors of materials in combination with other acceptable design techniques.
   ii. Building facades longer than fifty feet shall have their continuous facades broken up into smaller areas through the use of varying façade setbacks, arcades, awnings, canopies and/or architectural features such as plazas, towers elements, bay windows, balconies, columns or other means every twenty to forty feet.
   iii. Balconies may extend over the sidewalk provided that they maintain a minimum ten feet of clearance above the sidewalk and do not substantially interfere with street tree growth.

c. At-Grade Entrances
   i. Primary entrances to buildings shall be located on the street(s) along which the building is oriented. Buildings along Internal Street Types may have primary entrances along Duck Creek.
   ii. At intersections, corner buildings may have the primary entrances oriented at an angle to the intersection to address both street frontages.
   iii. Secondary and service entrances may be located from trails, public open spaces including Duck Creek, or internal parking areas.

iv. Except where parking or vehicle drive aisles are provided between the building and the minimum required sidewalk per the Duck Creek Sub-District Street Typology and Streetscape Standards in Subsection II.D.3., non-industrial uses which are at-grade shall:
   a. Have a minimum 50% of the ground floor façade comprised of window area. Ground floor is defined as that portion of a building from the street-level finish floor elevation and extended twelve and one-half feet above the street-level finish floor elevation.

v. Where fronting on Duck Creek, non-industrial uses shall have a minimum 50% ground floor façade comprised of window area. Ground floor is defined as that portion of a building from the at-grade finish floor elevation and extended twelve and one-half feet above the at-grade finish floor elevation.

d. Building Walls

i. Materials

Each exterior wall shall comply with the following materials requirements:

a) Primary Materials (≥75%)
   1) Masonry
   2) Stone
   3) Glass
   4) Finished concrete
   5) Ventilated façade systems
   6) Metal cladding or panels

b) Secondary Materials (≤ 25%)
   1) Stucco
   2) Fiber cement panels

c) Accent Materials (≤5%)
   1) Pre-cast stone
   2) Other as permitted by the building code and subject to City Manager or designee approval

ii. Alternative Materials

Shipping containers, which are retrofitted for occupancy as a permitted use, may be permitted after review and approval by the city under Section IV.E, Minor Modification to Code. This review shall include, but not be limited to health, safety, proper siting and potential impact on surrounding properties. If this alternative is approved, the materials requirements in subsection a) – c) above shall not apply.

iii. Techniques and Configurations

a) Blank facades are prohibited fronting along a street or public open space in lengths greater than twenty linear feet. Design treatments to eliminate blank facades are subject to City Manager or designee approval based on the ability to enhance the pedestrian and visual environment and can include items such as transparent windows and doors, display windows and/or awnings.

b) All elevations visible from the street or public open space, including the Duck Creek shall be designed as building “fronts”. Buildings occupying corner lots have two street frontages and each façade shall be treated with equal design attention.

c) In buildings which have more than one material, the “heavier” material should go below the “lighter” material (e.g. a curtain wall upper story with a stone base).

d) Where visible to the public, the rear of buildings and/or service areas should be the same material and finish as the rest of the building.

e. Roofs and Parapets

It is anticipated that the majority of roof types within the Duck Creek Sub-district will be flat based on allowable use types. These roof types provide an opportunity for roof-top dining, entertaining, or outdoor pubs and gathering spaces. Roof top plazas are encouraged as well as green roofs.

i. Materials
   a) Roofs may be constructed of any material that is permitted by applicable building codes.
   b) For flat roofs, "Green Roofs" are encouraged and may be used in lieu of any other roofing material

ii. Techniques and Configurations
   a) Roof penetrations (fans, exhaust, vents, etc.) must be finished and screened in accordance with Subsection II.D.5.d, Roof-mounted Equipment.

f. Windows, Doors, Awnings and Canopies

Windows lining a building facade establish the scale and rhythm of the streetscape for pedestrians. This scale is controlled by the placement, type and sizes of windows. For commercial buildings, windows allow for goods and customers to be viewed, thus creating interaction between the building and public realm.

i. Windows
   a) Materials
      1) Anodized aluminum, Kynar paint or similar finish, vinyl or other metal.
      2) Window screens shall match the building frame material color or shall be dark anodized. Window screens shall be prohibited on ground floor non-residential buildings.
      3) At the ground floor level:
         (a) Windows shall not be made opaque by signage or other application treatments, except as allowed in Section III, Signage. However, interior sunscreens or blinds shall be permitted.
         (b) Black glass, opaque glass and other "false window" techniques are prohibited.
         (c) Mirrored glass is prohibited where windows are visible from a public street or public open space. A Minor Modification may be requested to allow mirrored glass for uses that demand higher levels of security.

iii. Doors
   a) Materials
      1) Wood, clad wood, anodized aluminum, glass and/or metal
   b) Techniques and Configurations
      1) Service, security or garage doors shall not be placed at street frontages or along Duck Creek; however, these entries may be placed at alleys or internal parking areas.

iv. Awnings and Canopies
  a) Materials
    1) Metal, canvas, or glass
  b) Techniques and Configurations
    1) Minimum eight-foot clearance above sidewalks.
    2) Shall be constructed in such a way as to be durable and consistent with the architectural character of the building.
    3) When used, shall be located as to provide shading for exterior windows and doors and shall cover the entire width of the window opening or groups of windows.

g. Exterior Lighting
  i. Intent.
    a) Exterior illumination of building walls, landscaping, walkways, public art, and parking areas should be incorporated into the development to provide an opportunity to highlight unique architectural characteristics. Suspended cable lights may be used for animating and down-lighting pedestrian passages, open structures, outdoor dining areas, and other exterior locations. Lighting systems should be provided that enhance the public realm and create a positive and safe pedestrian experience.
    b) Lighting should be adequate to deter crime while controlling intensity that can rob night vision and create light pollution. Additionally, controlling light glare and light spilling onto adjacent properties will add to the quality of the Sub-district. Equipment and lighting fixtures should be weather resistant and durable to minimize maintenance.
  ii. Materials
    a) Permitted Exterior Lighting
      1) LED
      2) Halogen
      3) Metal Halide
      4) Incandescent
      5) Compact fluorescent
      6) Neon lighting may be permitted subject to review and approval of a Minor Modification.
    b) Prohibited Exterior Lighting
      1) High-intensity discharge (HID)
    c) LED strip type lighting may be used; however, the LED strip shall not be visible from a public street, trail or public open space, or from adjacent properties.
    d) A Minor Modification may be requested for review and approval of additional lighting elements comparable to the above list of Permitted Exterior Lighting and consistent with the intent of this subsection.
  iii. Standards
    a) Lighting levels shall comply with the standards for glare set forth in Article XXII-B Performance Standards, Comprehensive Zoning Ordinance, as amended or its successors.
    b) Lighting shall be directed downward. Up-lighting of building walls is prohibited.
    c) Lighting of signage, parking and pedestrian walkways is to be controlled or narrowly focused.

d) Placement and shielding of light sources shall be done to limit visual impact. Full cut-off metal fixtures are required.
e) Distracting, flashing, traveling or animated lighting is not permitted.

h. Outdoor Seating Areas

Outdoor seating areas (including patios and roof-top areas) are allowed and may be partially or fully enclosed (except where noted) in accordance with the requirements below. These requirements are not intended to prohibit the use of patio umbrellas.

i. Permanent Outdoor Seating Areas:
   a) May be allowed as an accessory structure and shall be architecturally consistent with the primary building it is serving.
   b) May be placed between the established building line and right-of-way line.
   c) Shall not encroach into the minimum required sidewalk per the applicable Duck Creek Sub-district Street Typology and Streetscape Standards (Section II.D.3.)
   d) May be enclosed by a perimeter fence and/or wall which shall be constructed of tubular steel, wood, masonry and/or a combination thereof, and shall not exceed forty-two inches in height. A Minor Modification may be requested for review and approval of additional materials or fence heights consistent with the intent of this subsection.
   e) Shall also be a minimum 50% open or transparent.
   f) Shall comply with building and fire codes.
   g) Shall be maintained in good condition free from damage including but not limited to tears, cuts, rips, holes, stains, cloudiness appearance or other dilapidation.
   h) Shall be subject to site plan review and approval.

ii. Temporary or Pop-Up Outdoor Seating Areas
   a) Outdoor seating areas which are not actively utilized on a frequent basis shall be considered temporary or pop-up in nature. As such, the City may approve a Minor Modification to allow the temporary or pop-up outdoor seating area for the location identified by the applicant.

i. Fences/Screening Walls

Fences and screening walls are allowed in accordance with the requirements below. Additionally, except as listed in this Code, fencing and screening walls shall comply with Chapter 6, Buildings and Building Regulations and Chapter 22. Traffic of the City's Code of Ordinances, as amended or its successors. Fences and screening walls:

i. Shall not be placed between the established building line and right-of-way line (except as noted in vii.a). in this subsection).
ii. Shall not be placed within the front yard building setback.
iii. May have a vehicle ingress/egress gate provided that the gate is setback a minimum twenty feet from the right-of-way line. Such gate shall not open outward towards the right-of-way.
iv. Shall be constructed of wood, tubular steel, masonry, or other materials as approved by the City Manager or designee, and/or combination thereof. Materials shall not be used which are not intended for fence use. Additionally, the following materials are prohibited: vinyl, chain-link (including but not limited to galvanized, powered or vinyl coated), barbed-wire, or razor wire.
v. Shall not exceed eight feet in height.
vi. Shall be constructed so that the finished side of the fence or screening wall which is visible from streets and/or public open spaces, will face outward.

vii. When used for perimeter security fencing for uses that demand higher levels of security, a Minor Modification may be requested to allow fencing to be:
   a) Placed between the established building line and right-of-way line.
   b) Located within the front yard building setback.
   c) When located between the established building line and the right-of-way, the following shall apply:
      1) Shall be a minimum 50% open or transparent.
      2) Shall be constructed of tubular steel or other similar material as approved by the City Manager or designee.

5. Mechanical, Service Areas and Utilities

a. Intent.
   Mechanical and rooftop equipment, refuse storage containers and utility accessories shall be screened to reduce the visual impact of these elements on adjoining properties and public rights-of-way in accordance with the Code. Properties shall be exempt from Section 21-47. Screening and Open Space of Chapter 21 Richardson Subdivision and Development Ordinance, as amended or its successors.
b. Loading Docks/Areas
   i. Off-street loading docks/areas are prohibited from fronting a public street or public open space, including Duck Creek. Existing loading docks/areas fronting Duck Creek are non-conforming building elements and shall not be expanded.
c. Outdoor Storage
   i. Outside storage is prohibited within the Duck Creek Sub-district.
d. Roof-mounted Equipment
   i. All roof-mounted equipment, including fans, vents, and air conditioning units and cooling towers, shall be screened to eliminate the view of the equipment.
   ii. The height of the screening device shall be the height of the tallest element of roof-mounted equipment.
   iii. A parapet or architectural design element on a building may screen mechanical equipment; however, the parapet shall not exceed the maximum building height allowed in the Duck Creek Sub-district Regulating Plan. Mechanical equipment taller than the parapet or architectural design element shall be screened by an additional screening device to achieve the required screening.
   iv. The outside of the screening device shall be painted or finished in a similar color to the building façade, trim or roof surface.
e. Dumpsters
   Any dumpsters, compactors, grease dumpsters, recycling dumpsters or any other waste or garbage containers, or combination thereof (herein after referred to as “containers”) located outside an enclosed building, shall be sited and screened in accordance with the following:
   i. Containers shall be located on a concrete pad that is enclosed on three sides with minimum six-foot tall masonry walls; the exterior of the masonry walls shall be architecturally compatible in design to the primary buildings on the site using common colors and building materials.
   ii. Containers including the required masonry screening walls shall not project into or be located within a required front yard. Containers are discouraged from being located in a rear yard to avoid conflict with the Duck Creek amenity.

iii. Containers must be fully serviceable. If serviced from an alley, fire lane or other means of access, the container placement must be sited in accordance with the City's Dumpster/Compactor Pad Detail. Dumpsters may also be serviced at the end of an access driveway/fire lane (i.e. head-in at the end of the drive).
iv. Screening is not required if containers are otherwise screened from view by intervening buildings.
v. A Minor Modification may be requested to allow for alternate container placement standards in order to accommodate servicing the container if it is not feasible to site the container in accordance with the requirements of this subsection. Screening requirements shall not be waived.

f. Ground-mounted Equipment, Utility Meters and Other Utility Apparatus
i. Ground-mounted equipment (including air conditioning units, generators and mechanical equipment), utility meters and other utility apparatus (including transformers), should be located to the side of the structure in a designated utility or service yard.
ii. Ground-mounted equipment (including air conditioning units, generators and mechanical equipment), utility and other utility apparatus (including transformers) shall be screened from the view of public streets, public open space and trails. Screening is not required if equipment is otherwise screened from view by intervening buildings.
iii. Screening shall meet minimum clearances required by affected utility companies. Screening methods include:
a) Landscaping, including trees or evergreen shrubbery;
b) Masonry walls architecturally consistent with the principal building on the site;
c) Tubular steel fence in conjunction with evergreen shrubbery; or
d) Other material subject to review and approval of a Minor Modification consistent with the intent of this subsection.

g. Wall-mounted equipment.
Wall-mounted equipment, including meters (such as banks of electric meters) shall be screened from the view of public streets, public open space and trails. Screening is not required if equipment is otherwise screened from the public view by intervening buildings or parameter fencing.
Screening shall meet minimum clearances required by affected utility companies. Screening methods include:
i. Landscaping, including trees or evergreen shrubbery;
ii. Masonry walls architecturally consistent with the principal building on the site;
iii. Tubular steel fence in conjunction with evergreen shrubbery;
iv. Other material subject to review and approval of a Minor Modification consistent with the intent of this subsection; or
v. Wall-mounted screening devices, such as cabinets, which are architecturally compatible with the building façade that the device is mounted on.

6. Residential Zoning District Adjacency

Properties shall be exempt from Section 21-47. Screening and Open Space of Chapter 21 Richardson Subdivision and Development Ordinance, as amended or its successors.

7. Signage

Signage, where provided, shall be in accordance with Section III, Signage herein the Code.

III. Signage

A. Intent

Signs are important to the success of most commercial activities, identifying the business to pedestrians, bicyclists and occupants of passing vehicles. The intent of this section is to help enliven the overall District by allowing for a reasonable amount of signage that is in keeping with the context of the individual Sub-districts yet limiting the visual clutter that signage can otherwise create. The intent is to also allow flexibility to encourage unique paint schemes, branding and wayfinding signs and murals on buildings that bring color and visual interest to the overall District.

Signs shall be straightforward, professional in appearance, and clear as to the ability to convey its information and shall be designed in a way to help brand and market the district. Signs should also be provided in a manner that is appropriate in scale for the public realm, particularly in a pedestrian oriented environment. These standards should not be interpreted to prevent Sub-district-oriented signs such as seasonal banners and wayfinding signs.

B. Sign Regulations

1. General Standards

The following standards shall apply to all sign types:

a. The location, size, color, materials, and design of signs should be in keeping with the character of the individual Sub-districts.
b. Signage should be oriented primarily towards the pedestrian along streets designated as Parkway, Urban Mixed-Use and Urban Neighborhood in terms of scale and legibility to reinforce the pedestrian character of the Sub-districts.
c. Signs should be integrated into the overall building design in terms of placement, materials, colors, scale, and proportions.
d. Signs attached flush to the building should not obscure any significant architectural details.
e. Sign materials should be durable.
f. Sign lettering should be simple, legible and appropriately proportioned for clear communication.
g. Signage may be internally or externally lit with a full-spectrum source, in conformance with other applicable codes, unless otherwise approved by a Minor Modification. External lighting options include: direct lighting, back lighting and halo lighting. Internally lit letters and neon are also permitted. Additionally, external light sources shall not be visually intrusive into the pedestrian environment.
h. Except as specifically listed in this Code, all other signage and sign standards shall comply with Chapter 18. Sign Regulations of the City's Code of Ordinances, as amended or its successors.

2. Regulation by Use

a. Address Signs

Address signs are required for all buildings and shall be in conformance with the applicable regulations in the Code of Ordinances, as amended or its successors.

b. Live/Work and Non-Residential Uses

i. Ground floor

a) The ground floor of the building (maximum twenty-five feet in height) shall have a maximum combined effective area for all signs requiring a permit not exceeding 20% of the total area of the ground floor façade or 200 square feet, whichever is less. For multi-tenant buildings, the effective area for all signs for each tenant shall not exceed 20% of the total area for the tenant's portion of the façade. A Minor Modification may be requested to exceed the maximum sign area for exterior facades that do not face a public street, public open space, or public trail.

b) Signs may be placed on each exterior façade, subject to the requirements in a). of this Subsection.

c) The total sign area may be divided into any combination of individual signs as allowed in Subsection III.E., Permitted Signs.

ii. Upper story floors

a) The area above the ground floor shall have a maximum combined effective area for all signs requiring a permit not exceeding 5% of the total area of each façade above the ground floor.

b) Signs may be placed on each exterior façade, subject to the 5% limit per façade as provided in a) above.

c) The total sign area above the ground floor may be divided into any combination of individual signs as allowed in Subsection III.E., Permitted Signs.

d) If a ground floor use occupies one or more floors above the ground floor, that section of the façade above the ground floor is eligible for signage not to exceed 5% of the total area of the tenant's portion of the façade above the ground floor.

e) Multi-story office wall signs shall not be required to be placed above a tenant's lease space.

iii. For properties with street frontage along Central Expressway frontage road, pole signs shall be allowed in accordance with Chapter 18. Sign Regulations of the City's Code of Ordinances, as amended or its successors for retail and commercial zoning districts.

c. Multi-family Uses

The following regulations shall apply to buildings used solely for residential purposes. For Mixed Use and Live/Work buildings that include multi-family residential uses, refer to Subsection III.B.2.b. Mixed Use, Live/Work and Non-Residential Uses, above.

i. The maximum combined effective area of all signs requiring a permit may not exceed 5% of the total area of each façade.

ii. The total sign area may be divided into any combination of individual signs as allowed in Subsection III.E., Permitted Signs.

iii. Signs may be placed on each exterior façade, subject to the 5% limit per façade as provided in Subsection III.B.2.c.i., in this subsection.

d. Other Residential Uses
In addition to any required address number signs, only a nameplate is permitted.

C. Master Sign Plan

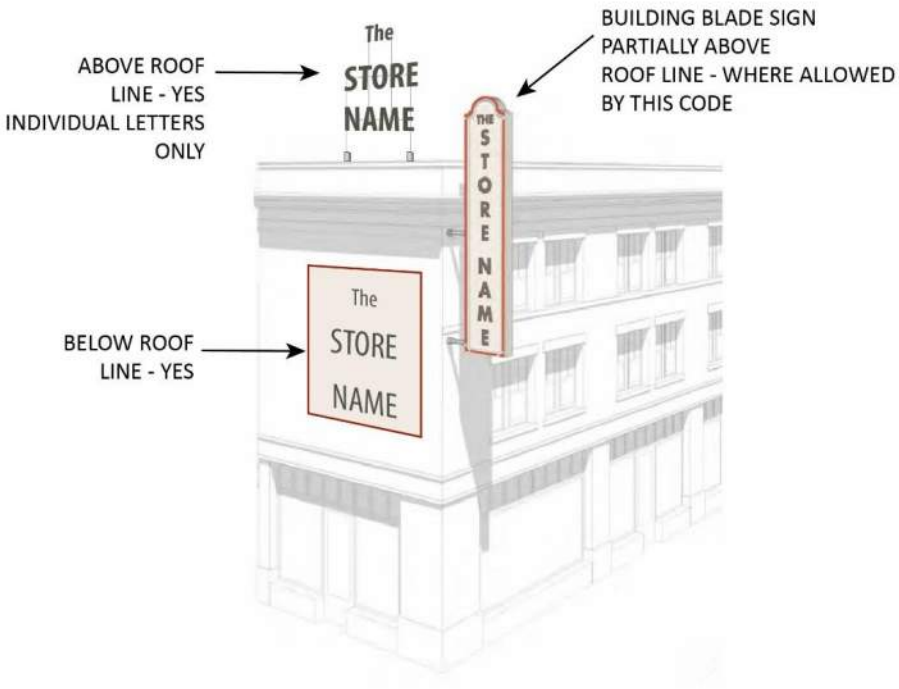
For sites larger than seven acres, an applicant has the option to establish unique sign standards including size, color, type, design, and location. Such applications shall be reviewed as "Master Sign Plans" by the City Manager or designee and are subject to approval by the City Plan Commission. In evaluating a Master Sign Plan, the City Plan Commission shall consider the extent to which the proposed Master Sign Plan is consistent with the following criteria:

1. Promotes consistency among signs within a development thus creating visual harmony between signs, buildings, and other components of the property;
2. Enhances the compatibility of signs with the architectural and site design features within a development;
3. Encourages signage that is in character with planned and existing uses thus creating a unique sense of place; and
4. Encourages multi-tenant commercial uses to develop a unique set of sign regulations in conjunction with development standards.

D. Prohibited Signs

The following signs shall not be allowed:

1. Off-premise signs, except that District Identity Signs may be located off premises subject to approval of a Minor Modification;
2. Flashing, animated or running light signs;
3. Pole signs, except where allowed along Central Expressway frontage road as provided in the Code;
4. Hot air balloon shaped and other inflatables; and
5. Roof signs where the sign face is not at least 50% transparent.



E. Permitted Signs

Signage is allowed in accordance with the requirements set forth in the following table.

Address Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	P	P	P	No
Standards	Address signs meeting the requirements outlined below shall not require a sign permit prior to installation: a. Address signs shall be in conformance with the regulations in the Code of Ordinances.			
A-Frame/Sandwich Board Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	-	P	No
Standards	a. A-Frame/Sandwich board signs shall be limited to one per business and may only advertise retail/commercial activities and shall not be used to advertise real estate sales or leasing opportunities. b. Signs shall not obstruct the public sidewalk and shall be located within twenty feet of the primary entrance to the business. c. Signs shall be used during business hours only and shall not be left outside the building overnight.			
Awning/Canopy Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	P	P	Yes
Standards	a. Awning /Canopy signs shall be permitted for ground floor uses only. b. Signs on awnings/canopies shall be printed, painted or applied directly on the surface of the awning. c. Backlighting of awning /canopy signs shall be prohibited. d. Awnings/Canopies shall be made of metal or heavyweight canvas or laminated material (minimum fourteen oz. woven acrylic, sixteen oz. opaque or translucent vinyl, or 20 oz. eradicable vinyl). e. A minimum of eight feet of vertical clearance shall be maintained between the lowest element of the sign and the sidewalk level. f. Sign graphics shall not exceed 33% of the awning/canopy face of which the graphic is applied to.			
Building Blade Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	P	P	Yes
Standards	a. Maximum of one building blade sign shall be allowed per building. b. The sign may be attached to the building at the corner or along any street frontage above the first-floor façade. c. No sign shall not overhang the minimum required sidewalk, landscape/amenity (or amenity) zone, or any parking or travel lane, per the applicable Street Typology and Streetscape Standards. d. The maximum area of the sign shall be thirty square feet per face. e. A minimum of eight feet of vertical clearance shall be maintained between the lowest element of the sign and the sidewalk level. f. The top of the sign may extend above the principal building's roof line a maximum distance equal to 25% of the height of the sign.			

Building Directory Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	P	P	No
Standards	a. Exterior building directory signs shall be allowed on multi-tenant buildings where there are two or more tenants without direct outside access to a public street. One exterior directory sign per entrance shall be permitted. b. The exterior directory sign shall include only building information (name, address and logo) and building tenant information (name and suite). The sign shall not contain advertising. c. Building directory signs may be illuminated. d. The sign shall project a maximum of four inches from the wall to which it is attached. e. A building directory sign shall not extend above the parapet, eave or building façade. f. Maximum size shall be ten square feet.			

Building Identification Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	P	P	Yes
Standards	a. Building identification signs shall be limited to one per building face. b. Each sign must be twelve feet or more above sidewalk level. c. Signs may be mounted or painted on a wall. Mounted letters shall be constructed of painted cast metal, bronze, brass, or anodized aluminum. Applied plastic letters are prohibited. d. A Minor Modification may be requested to allow individual letters and/or a logo on a building identification sign to be internally lit, subject to conformance with other applicable codes.			

Bulletin Board Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	-	P	Yes
Standards	a. Bulletin board signs are signs which may include restaurant menus, community notices, real estate offerings and or other notices. b. Signs must be contained within a display case, have a glass cover and be constructed only of materials that are noncombustible or slow-burning in the case of plastic inserts and faces, except as noted herein. c. Combustible materials may be used, providing the sign is attached to a wall with a minimum two-hour fire resistive rating. d. Bulletin board signs placed on heavy wood construction may be of combustible materials, but in no case shall they be internally illuminated. e. A bulletin board sign shall be designed, constructed and attached so as to withstand a wind pressure of not less than 30 pounds per square foot. f. The display case shall be attached to the building wall next to the main entrance, and the display case shall not extend above the height of the main entrance doorway; the display case may be lighted. g. The total area of the sign shall not exceed ten square feet.			

Directional Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	P	-	P	Yes
Standards	a. Signs shall be limited to maximum four feet in height and eight square feet in area. b. Submission to the City Manager or designee shall include, but not be limited to, a site drawing showing the location of the proposed sign(s), a dimensional drawing showing size and content, a designation of the material or materials to be used, and the proposed method of erection.			

District Identity Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	-	-	Yes
Standards	a. District identity signs shall display the name and/or symbol for a district or neighborhood. b. District identity signs shall be mounted on a wall or be a monument sign and shall follow the requirements for wall signs and monument signs as provided herein the Code. c. District identity signs shall also be pole banner signs, as allowed in accordance with Section 18-96(22) of Chapter 18. Sign Regulations of the Code of Ordinances, as amended or its successors, except that pole banners may also be allowed on light poles within the street right-of-way subject to the requirements allowed herein the Code for district identity signs located within street right-of-way. District identity signs may be located within a street right-of-way, including within a median, as long as the sign does not restrict visibility. d. If located within the street right-of-way, approval of the City Manager or designee shall be required in addition to any other approvals and the application for approval shall include, but not be limited to, a site drawing showing the location of the proposed sign(s), a dimensional drawing showing size and content, a designation of the material or materials to be used, and the proposed method of erection. e. District identity signs shall be securely anchored and may not be located in the minimum required sidewalk per the applicable Street Typology and Streetscape Standards. f. A Minor Modification may be requested to allow for the standard sign setback from a property line as required by Chapter 18. Signs of the Code of Ordinances, as amended or its successors, to be reduced in order to respond to site conditions.			
Electronic Messaging (Digital) Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	-	P	Yes
Standards	a. Electronic messaging (digital) signs shall be limited to monument signs and pole signs only and shall be provided in accordance with the requirements for monument signs and pole signs provided herein the Code. b. 100% of total allowable sign area, or only up to 50% of the total allowable sign area if mixed with a non-electronic messaging element, shall be allowed for electronic messaging (digital) signs. c. Electronic messaging (digital) signs shall comply with Section 18-96(8) of Chapter 18. Sign Regulations of the City's Code of Ordinances, as amended or its successors, except where specified herein the Code.			

Flag, Corporate and Logo				
Use Type Permitted	Multi-Family (and Mixed-Use)	Other Residential	Live/Work and Non-Residential	Permit Required
	P	P	P	Yes*
Standards	a. Number: The number of flags and flagpoles located on a lot or parcel shall not exceed the following: i. *For platted lots located within nonresidential or mixed-use developments with an area of more than 10 acres, with two (2) or more street frontages:* Six (6) flagpoles and six (6) flags per platted lot. Flagpoles may be clustered in groups of no more than three (3) flagpoles; provided, however, flagpole clusters shall not be less than 250 feet apart. ii. *For all other platted lots not described in paragraph i., above:* Three (3) flagpoles and three (3) flags per platted lot. b. Flagpole heights: Flagpoles shall not exceed the following heights measured from the point of grade at the base of the flagpole to the tallest projecting element on the flagpole: i. *On single family and townhome properties:* 25 feet. ii. *On multi-family, nonresidential, and mixed-use properties:* 40 feet. c. Flag size: The area of each flag flown on a flagpole shall not exceed the following: i. *On single family and townhome properties:* 25 square feet. ii. *On multi-family, nonresidential, and mixed-use properties:* 40 square feet. d. Corporate flags: The number of corporate flags flown shall not exceed the following: i. *For platted lots located within nonresidential or mixed-use developments with an area of more than 10 acres, with two (2) or more street frontages:* Subject to the limitations set forth in subsection a. of this section, no more than two (2) flagpoles per platted lot may be flying corporate flags. ii. *For platted lots located within nonresidential or mixed-use developments with an area equal to or less than 10 acres:* Subject to the limitations set forth in subsection a. of this section, no more than one (1) flagpole per platted lot may be flying a corporate flag. iii. *For educational institutions, religious institutions, public buildings (as defined in the Comprehensive Zoning Ordinance), and multi-family residential developments:* Subject to the limitations set forth in subsection a. of this section, no more than one (1) flagpole per platted lot may be flying a corporate flag. e. Location: i. Each flagpole shall be set back from all property lines a distance equal to or greater than the height of the flagpole. ii. Flagpoles shall not be located in any easement. iii. Site plan approval is required for all flagpoles located on: Nonresidential and mixed-use developments, multi-family residential developments, educational institutions, religious institutions, and public buildings (as defined in the Comprehensive Zoning Ordinance). f. Permit required*: A permit shall be required for all flagpoles greater than 25 feet in height. No permit shall be required for flagpoles 25 feet in height or less.			

Marquee Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	-	P	Yes
Standards	a. A maximum of one marquee sign shall be permitted for theaters, auditoriums and other public gathering venues accommodating one-hundred persons or more. b. The area of the sign shall be limited to one-hundred sq. ft. and may include changeable copy (electronic and non-electronic). c. A marquee sign must be attached to the building and may extend over the minimum required sidewalk but must not encroach into the landscape/amenity zone, and the sign shall maintain a minimum eight-foot clearance between the lowest element of the sign and the sidewalk level.			
Memorial Sign or Tablet				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	P	P	P	No
Standards	a. Memorial signs may be constructed of bronze or other noncombustible materials attached to the building or may be cut into any masonry surface. b. Memorial signs shall not exceed four square feet in area, with one sign permitted for each building wall facing a street.			
Monument Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	P	-	P	Yes
Standards	a. Monument signs shall be limited to one per lot street frontage. b. Single use monument signs shall be limited to an area of forty square feet per sign face. c. Multiple-use monument signs shall be limited to an area of eighty square feet per sign face. d. Monument signs must be located from adjoining platted property lines per Chapter 18. Signs of the Code of Ordinances, as amended or its successors. However, a Minor Modification may be requested to allow for the standard sign setback from a property line as required by Chapter 18. Signs of the Code of Ordinances, as amended or its successors, to be reduced in order to respond to site conditions. e. Monument signs may be located within the required Build-To Zone or minimum yard required. f. No monument sign shall obstruct the vision of traffic on public streets or be constructed that interferes with sight lines at elevations between two and one-half feet and eight feet above the top of the adjacent roadway curb within a triangular area formed by the intersection of adjacent curb lines from a point on each curb line twenty feet from the intersection. g. Monument signs shall be designed and constructed to withstand a wind pressure of not less than thirty pounds per square foot of area and shall be constructed to receive dead load as required in the Richardson Building Code. h. All monument signs shall be placed on a concrete base or footing. Monument signs shall include materials selected from the exterior building materials used on the principal building on the site. i. Monument signs may only be constructed of materials that are noncombustible or slow-burning in the case of plastic inserts and faces. Signs shall be supported by noncombustible material only and finished in a presentable manner. j. Landscaping is required around the base of the sign in an area equal to four square feet for each square foot of sign and base area. k. Monument Signs shall be limited to a maximum of eight feet in height (inclusive of the monument sign structure including the concrete base and/or footage above grade).			

Mural				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	-	P	No
Standards	a. Murals shall be reviewed and approved by the City Manager or designee for compliance with the definition of a mural. b. Business names and logos incorporated into the mural shall occupy no more than twenty percent of the mural. A Minor Modification may be requested to allow the business name and logo to exceed the twenty percent maximum size if the mural does not face a public street. c. Murals shall be exempt from the requirements specified in III.B.2.b.i. and III.B.2.b.ii. of this Subsection.			
Name Plate				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	P	P	P	No
Standards	a. Nameplate signs shall not exceed one square foot in area, with one sign permitted for each residential unit.			
Political Sign, Temporary				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	P	P	P	No
Standards	a. Temporary political signs shall be permitted as authorized under state law and the Code of Ordinances, as amended or its successors.			
Projecting and Hanging Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	P	-	P	Yes
Standards	a. Projecting signs shall be constructed only of materials that are noncombustible or slow-burning in the case of plastic inserts and faces, except: i. Combustible materials may be used, provided the sign is attached to a wall with a minimum two-hour fire resistive rating. ii. Projecting signs placed on heavy wood construction may be of combustible materials, but in no case shall they be internally illuminated. b. Projecting signs shall specifically include any sign oriented perpendicular to the building façade, affixed to a projecting structure of a building and/or hung under an awning or the soffit of an arcade; a Minor Modification may be requested to allow the sign to extend above the façade of the structure or building to which it is attached. c. Sign shall be designed, constructed, and attached so as to withstand a wind pressure of not less than thirty pounds per square foot. d. Projecting signs may project from the face of the building a maximum distance of four feet and shall maintain a minimum clearance of eight feet between the lowest element of the sign and the sidewalk level, unless a landscape area or other feature is located below the sign. e. A maximum of one projecting sign shall be allowed per ground floor occupancy per building face. f. The area of the sign shall be limited to sixteen square feet per sign face.			

Promotional Sign, Temporary				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	P	-	P	Yes
Standards	a. Temporary promotional signs shall be submitted to the City Manager or designee for approval and shall include, but not be limited to, a drawing or sketch showing the type, size, height and location of the temporary promotional sign (including banners, flags and pennants), along with a description of the means of attachment or support and the stated purpose of the promotion. b. A promotion for a site, center, development or subdivision shall be considered separately from promotional signs for individual establishments within such site, center, development or subdivision. c. Specifically, temporary promotional signs shall include signs, banners, flags, balloons or pennants (but excluding hot air balloon shaped and other inflatables) promoting a merchandise program, opening of a retail or commercial establishment or center, special program of a public institution or the opening of a single family subdivision or multifamily development, providing that such sign shall have a maximum single use period of thirty days for the initial permit for a new business and a thirty day permit thereafter. d. Such sign shall have a minimum period between permits of seven days and a maximum number of four permits per year. The use of balloons shall be restricted to the initial 30-day permit. The size of a banner shall be limited to one square foot per lineal foot of lease space frontage up to a maximum of two hundred square feet. e. Freestanding temporary signs are limited to a maximum of four per site.			
Real Estate Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	P	P	P	No
Standards	a. Real estate signs shall not exceed twenty-four square feet in area and not exceed eight feet in height which advertise the sale, rental or lease of the premises upon which such signs are located. The number of such allowable signs shall be limited to one for lots having less than two hundred feet of street frontage. For lots having a minimum of two hundred feet or more of street frontage, two such signs shall be allowed plus one additional sign for each additional one hundred feet of street frontage. In no event may the number of such signs exceed four for a given lot. Such signs shall be removed once the building(s) on the site achieve(s) a seventy-five percent occupancy rate.			
Roof Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	-	P	Yes
Standards	a. Maximum of one roof sign shall be allowed per building. b. The sign shall not exceed ten feet in height and shall be a minimum of fifty percent transparent. c. The sign face shall be calculated at the amount of 0.75 square feet per foot of building frontage. However, the maximum area of the sign shall not exceed one-hundred fifty square feet and shall be single sided only. d. The sign may contain individual letters and/or a logo that is externally or internally lit or made of neon. No sign cabinets shall be permitted. e. The sign shall fully meet all applicable building and electrical codes. f. Roof signs shall be designed and constructed to withstand a wind pressure of not less than thirty-pounds per square foot of area.			

Temporary Construction Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	P	P	P	No
Standards	a. Temporary construction signs denoting the architect, engineer, contractor, subcontractor, and/or financier and temporary signs denoting the future location of a particular business, retail center or institution shall be limited to one construction sign and one future location sign per street adjacent to the construction site or future location site. Each sign shall be limited to thirty-two square feet in area and shall not extend above fifteen feet in height measured from ground level. b. Such signs must be located on the premises where the construction or the location being advertised is or will be occurring and shall be removed upon issuance of the certificate of occupancy.			
Wall Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	P	-	P	Yes
Standards	a. Wall signs shall be constructed only of materials that are noncombustible or slow-burning in the case of plastic inserts and faces, except: i. Combustible materials may be used, providing the sign is attached to a wall with a minimum two-hour fire resistive rating. ii. Wall signs placed on heavy wood construction may be of combustible materials, but in no case shall they be internally illuminated. b. A wall sign shall not extend above the façade of the structure or building to which it is attached. Such sign shall be designed, constructed and attached so as to withstand a wind pressure of not less than thirty pounds per square foot. c. Wall signs shall maintain a minimum three feet from the edge of the wall or from the edge of the individual tenant space (excluding Building Identification Signs or Directory Signs).			
Wayfinding Building Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	-	P	Yes
Standards	a. Wayfinding signs may display on-premise messages that identify the location of building entrances, exits and shipping/loading docks. b. Wayfinding signs may be mounted or painted on a wall. There shall be no limit to the amount or size of wayfinding building signs on a building. c. Wayfinding building signs shall not include the name or logo of the business(s). d. Wayfinding signs with pictures or graphics shall be considered Murals.			

Wayfinding Site Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	-	P	Yes
Standards	a. Wayfinding signs may display premise or non-premise messages. b. Wayfinding signs may be mounted on a wall or freestanding. c. All wayfinding signs must be spaced at least 300 feet apart d. Submission to the City Manager shall include, but not be limited to, a site drawing showing the location of the proposed sign(s), a dimensional drawing showing size and content, a designation of the material or materials to be used, and the proposed method of installation. e. Freestanding wayfinding signs: i. Must be securely anchored; ii. May not be located in the minimum required sidewalk per the applicable Street Typology and Streetscape Standards; and iii. May not exceed eight feet in height f. The message area identifying a district activity or containing an area wayfinding map must be oriented to be visible from a sidewalk within the public right-of-way. g. Wayfinding signs with area maps should have the word “information” or similar, or an information symbol above the message.			

Window Sign				
Use Type Permitted	Multi-Family	Other Residential	Live/Work and Non-Residential	Permit Required
	-	-	P	No
Standards	a. Window signs, whether located on the internal or external window surface, shall not exceed a maximum of 25% of the window area. Where multiple windows exist fronting on a single street or sidewalk, the maximum 25% sign limitation shall apply to each individual window; in no case shall the signage be aggregated so as to be applied to any single window. Window signs shall include: i. Signs painted on the surface of the window of a retail/commercial or office establishment. ii. Signs (except posters, below), banners or displays located on the surface of the window of a commercial or retail establishment. iii. Posters, providing such posters are not located on the external surface of the window. iv. Decorations intended to direct attention to public events, providing such signs are applied to the internal surface of the window. b. Signs attached to the surface of a window that defines the name, proprietor, telephone number or address of such retail or commercial establishment. c. Additional lighting provisions shall comply with Chapter 18. Sign Regulations of the City’s Code of Ordinances, as amended or its successors.			

IV. Administration

This Section sets forth the provisions for reviewing and approving development applications within the Collins/Arapaho TOD & Innovation District Form Based Code. The intent is to ensure that all development is consistent with the provisions of the Code. Furthermore, it is the intent of this Section IV, Administration, to offset the high level of detailed standards in the Code with an expeditious approval process for development plans which meet the Code's requirements, and to ensure consistency and quality of design.

A. Application of Standards

1. The standards in the Code shall apply only to the Collins/Arapaho TOD & Innovation District, as amended. Development standards not addressed in the Code shall be governed by the City of Richardson Comprehensive Zoning Ordinance and Subdivision and Development Ordinance (Code of Ordinances, Chapter 21), as amended or its successors, to the extent they are not in conflict with the intent or text of the Code.
2. Municipal-owned facilities shall be exempt from the standards of this Code, in order to allow the facilities to be designed to serve the needs of the general public and due to unique considerations associated with operating municipal facilities.

B. Development Process

Unless otherwise specified within the Code, development within the Collins/Arapaho TOD & Innovation District that complies with the provisions of the Code shall follow the City's development process as set forth in Chapter 21, Article II of the City of Richardson's Code of Ordinances, as amended or its successors, and shall be approved by the City Manager or designee (see Appendix A for flow chart of the review process). In addition to complying with applicable City regulations that are not in conflict with the Code, the applicant shall provide the information required to adequately show compliance with the Code. Prior to obtaining a building permit, approval of applicable development plans shall be required demonstrating compliance with the provisions of the Code.

C. Standard for Approval of Development Plans

1. "Development plans" include site plans, building elevations, landscape plans, and civil engineering plans. Development plans shall not include any application for the platting or replatting of property.
2. If a development plan conforms to the standards set forth in the Code and applicable City regulations not in conflict with the Code, the development plan shall be approved. Upon request by an applicant, the authority charged with approving the development plan shall specify the reason(s) for an action taken on a development plan.
3. The City Manager or designee shall be responsible for the following:
    a. Reviewing development plan applications for compliance with the requirements of the Code.
    b. Approving development plan applications that are in compliance with the requirements of the Code.
    c. Making determinations on the applications and interpretations of standards in the Code.
    d. Approving revisions to previously approved development plans that comply with the Code and all applicable City ordinances.

e. Approving any Minor Modifications as provided for in Subsection IV. E, Minor Modifications to the Code, in this Section.
f. Recommendations on any Special Development Plan applications to the City Plan Commission and City Council.

D. Special Development Plans

1. A request for a modification to any of the standards of the Code (including signage), other than Minor Modifications permitted under Subsection IV.E., Minor Modifications to the Code, shall be reviewed and processed as Special Development Plans. Special Development Plans are intended to allow applicants development flexibility to address specific market opportunities and/or contexts.
2. An application for a Special Development Plan shall be processed as an amendment to the zoning ordinance under Article XXIX of the City of Richardson Comprehensive Zoning Ordinance, as amended or its successors, and may only be considered by the City Council after the City Plan Commission has made a recommendation regarding the Special Development Plan proposed.
    a. Requests for modifications in conjunction with a Special Development Plan do not constitute a request for a special exception or variance and, therefore, shall not be subject to review or decision by the Zoning Board of Adjustment.
    b. Denial of a Special Development Plan by City Council shall be presumed to be <u>without prejudice</u>, unless specifically stated by the City Council that the denial is "with prejudice". An application for a Special Development Plan relating to the development of property which was the subject of a prior application for a Special Development Plan which was denied without prejudice may be submitted and considered without a waiting period following the denial of the prior application if the requested modification(s) to the standards of the Code contained in the new application are substantially different from the modifications requested in the application which was denied without prejudice. Otherwise, an application for a Special Development Plan denied without prejudice shall not be considered with respect to the same property until one year after the original denial. Denial of an application for a Special Development Plan "with prejudice" imposes a one-year waiting period from the date of denial for an application for a Special Development Plan or special conditions involving the same property regardless of any differences in the application which was denied and the new application.
3. The City Manager or designee shall review, make recommendations on any Special Development Plan, and shall forward all Special Development Plan applications to the City Plan Commission. In evaluating a Special Development Plan, the City Plan Commission and City Council may consider the extent to which the application meets any of the following:
    a. Provides an alternative "Master Plan" approach by consolidating multiple properties to create a predictable, market responsive development for the area; or
    b. Fits the adjoining context by providing appropriate transitions.

E. Minor Modifications to the Code

1. The City Manager or designee shall also have the authority to approve Minor Modifications to development standards, where specified in the Code. Minor Modifications are those changes to design standards set forth in this Code that are determined to meet the goals and intent of the Sub-districts. In many cases, the Minor Modification being requested is required to satisfy additional development standards where specified in the code. Minor

modifications shall not amend the Richardson Comprehensive Zoning Ordinance, as amended or its successors.

2. A request for a Minor Modification shall only be made in conjunction with an application for a development plan or a revised development plan, but prior to implementing the Modification. Requests for Minor Modifications do not constitute a request for a special exception or variance and, therefore, shall not be subject to review or decision by the Zoning Board of Adjustment. A Minor Modification does not include a change in zoning or a change in use not otherwise allowed by this Code.
3. The City Manager or designee, may approve Minor Modifications to the Street Typology and Streetscape Standards provided in the Code to resolve site visibility constraints, to provide alternate designs to accommodate changes in street elevation, to accommodate design transitions between streets regulated by the Code and streets located outside of this Code's regulatory authority, to accommodate street intersection design considerations, and to better serve the public safety, and/or better satisfy other needs of the public infrastructure.
4. Any appeals to the decisions of the City Manager or designee on Minor Modifications shall be heard by the City Council. Any City Council denials of Minor Modifications may be submitted in conjunction with a Special Development Plan and shall be processed in accordance with Subsection IV.D., Special Development Plans.

F. Signs

Except as specifically listed in this Code, all other signage and sign standards shall comply with Chapter 18. Sign Regulations of the City's Code of Ordinances, as amended or its successors.

G. Compliance with Thoroughfare Plan and Design Standards

The City's Master Thoroughfare Plan and Design Standards Ordinance shall not apply, except as specifically referenced herein.

H. Non-Conformities

1. Intent

It is the intent of this subsection that, except as otherwise allowed in this Subsection IV.H., Non-Conformities, non-conforming uses, structures, signs and site elements shall not be enlarged, expanded or extended. With some exception (Subsection IV.H.2., Exceptions), non-conforming uses, structures, signs and site elements are hereby declared to be incompatible with the Sub-district in which they are located.

2. Exceptions

a. Drive-In and Drive-Through Facilities

No new drive-in or drive-through facilities shall be permitted unless expressly permitted under this Code. However, the following shall apply to existing drive-in and drive-through facilities as of the effective date of this Code:

i. They shall not be considered non-conforming.
ii. They may be modernized or updated.
iii. They may continue to be used, regardless if the use changes to another use. Approval of a queuing plan is required by the City Manager or designee if the drive-through will be actively used for a new use.
iv. If the drive-in/drive through facility is not actively used by the new use occupying the property, it shall be permitted to remain, but shall be properly maintained.

3. Non-Conforming Uses, Structures, Signs and Site Elements

For purposes of the Code, a non-conformity is any land use, structure, lot of record, sign or other site element or improvement related to the use or development of land within the respective Sub-district, that was legally established prior to the effective date of the Code or subsequent amendment hereto, and that does not fully conform to the requirements of the Code, as amended, on the effective date of the Code or any amendment hereto.

a. Non-conforming Use shall mean a use of land, building, or other structure or combination thereof, which is legally non-conforming as a result of the circumstances described in this subsection.
b. Non-conforming Structure shall mean any building or structure which does not fully conform to the development standards and regulations set forth in the Code, but which is legally non-conforming as a result of the circumstances described in this subsection.
c. Non-conforming Sign shall mean any sign that does not fully conform to the standards of the sign regulations of the Code and/or the Code of Ordinances, as amended or its successors, and that is legally non-conforming as a result of the circumstances described in this subsection.
d. Non-conforming Site Element shall mean any permanent item on a lot such as landscaping, outdoor seating area, fencing, screening wall, site lighting, or parking lot improvements, that does not fully conform to the standards and regulations set forth in the Code and that is legally non-conforming as a result of the circumstances described in this subsection.

4. Continuation of Non-Conforming Use, Structure, Site Element or Sign

A non-conforming use, structure, sign or site element occurring or existing on property within the Sub-district may continue, notwithstanding its non-conformity with the provisions of the Code, subject to the following:

a. Non-Conforming Use
    i. A non-conforming use shall be changed only to a use conforming to the requirements of the Sub-district in which it is located and not to another non-conforming use.
    ii. A non-conforming use shall not be expanded within an existing building, nor may the building be expanded or structurally altered to accommodate the non-conforming use.
    iii. A non-conforming use of land or building shall not be enlarged, increased, or extended to occupy a greater area of land than was occupied at the time the use of the land or building became a non-conforming use.
    iv. A non-conforming use within a building shall not be expanded to occupy any land outside the building.
    v. A non-conforming use, if changed to a conforming use, shall not thereafter be changed back to any non-conforming use.
    vi. A non-conforming use of property within a Sub-district, if abandoned or discontinued for a period exceeding six months, shall be deemed to be an abandonment of such use, regardless of intent. Such use shall not thereafter be reestablished, and any subsequent use shall conform to the requirements of the Sub-district in which the property is located. Discontinuance of a non-conforming use shall commence on the actual date of discontinuance as determined by the City.

b. Non-Conforming Structure
   i. Non-conforming structures may be expanded or enlarged if the expansion or improvement brings the structure closer to compliance, even if the expansion or improvement does not bring the structure into full compliance.
   ii. A non-conforming structure may be used for any permitted use in the applicable Sub-district or for any legal non-conforming use using the non-conforming structure prior to the date the use or the structure became non-conforming.
   iii. Maintenance and repair of a non-conforming structure is expressly permitted to comply with applicable health and safety regulations or minimum building standards or to otherwise prevent injury to person or property or to improve the exterior aesthetics of the structure.
   iv. A non-conforming structure or portion thereof may be demolished and once demolished shall not thereafter be reconstructed unless that reconstruction brings the structure closer to compliance.
   v. Interior remodeling of a non-conforming structure within the existing building footprint is permitted, provided the applicable building, fire, health and safety codes are met.

c. Non-Conforming Sign
   A non-conforming sign may be refaced, repaired or demolished but shall not otherwise be modified including enlargement. A non-conforming sign, once demolished, may not thereafter be reconstructed.

d. Non-Conforming Site Element
   i. Non-conforming site elements, such as landscaping, outdoor seating area, fencing, screening wall, site lighting, parking lot improvements, or other non-conforming site elements or improvements, or portions thereof, typically reflected on an approved development plan, may be repaired, replaced, maintained or demolished. Once demolished, non-conforming site elements may not thereafter be reconstructed.
   ii. The City Manager or designee may administratively approve an amendment to an approved site plan or an approved landscape plan for a non-conforming property to allow a change in aesthetic enhancements, parking and/or circulation changes, landscape materials, outdoor seating areas, fencing, screening wall, and/or site lighting to a site element that conforms to the Code.

5. Restoration of Non-Conforming Structure, Site Element or Sign after Damage or Destruction

a. In the event a non-conforming structure is partially destroyed or damaged by fire, explosion, windstorm, flood or other casualty or act of God or public enemy to an extent exceeding 50% of its market value, said structure shall not be rebuilt, restored, reestablished or reoccupied except in conformance with the applicable requirements of the Code, including those of the zoning district and Sub-district in which it is located. This shall not apply to existing driveways or driveway placement which may remain as it existed prior to structure or property damage or destruction as identified above.

b. If a non-conforming structure is partially damaged or destroyed by fire, explosion, windstorm, flood or other casualty or act of God or public enemy to an extent not exceeding 50% of its market value, such structure may be rebuilt, restored, reestablished or reoccupied to the extent it existed prior to the damage or destruction. Furthermore, an application for a building permit for the reconstruction must be made within six months of the event resulting in the damage or destruction (with one

extension of six months at the discretion of the City Manager) and the reconstruction is completed within 18 months after the date of issuance of the building permit (with one extension of six months at the discretion of the City Manager).

c. In the event a non-conforming site element is partially destroyed or damaged by fire, explosion, windstorm, flood or other casualty or act of God or public enemy to an extent exceeding 50% of its market value, said site element shall not be rebuilt, restored, reestablished or reoccupied except in conformance with the applicable requirements of the Code, including those of the zoning district and Sub-district in which it is located.
d. If a non-conforming site element is partially damaged or destroyed by fire, explosion, windstorm, flood or other casualty or act of God or public enemy to an extent not exceeding 50% of its market value, such site element may be rebuilt, restored, reestablished or reoccupied to the extent it existed prior to the damage or destruction. However, in no case shall the size or function of a non-conforming site element be expanded beyond its size or function prior to the date of the damage or destruction, and further provided that the application for any permit required for the reconstruction is made within six months of the event resulting in the damage or destruction (with one extension of six months at the discretion of the City Manager) and the reconstruction is completed within eighteen months after the date of issuance of the permit (with one extension of six months at the discretion of the City Manager).
e. Notwithstanding Subsections IV.H.5.a. – H.5.d., Restoration of Non-Conforming Structure, Site Element or Sign after Damage or Destruction, regardless of the extent of the damage or destruction, a non-conforming structure, or site element that is damaged or destroyed by the intentional acts or omissions of the owner or owner's agent may not be rebuilt, restored, replaced or repaired except in conformance with the applicable requirements of the Code or the zoning district and Sub-district in which the property is located.
f. The repair, restoration, or replacement of a non-conforming sign damaged or destroyed by fire, flood, windstorm, or other cause beyond the control of the owner of the non-conforming sign shall be subject to the provisions of the City's sign regulations set forth in Chapter 18 of the City of Richardson Code of Ordinances, as amended or its successors. Regardless of the extent of the damage or destruction, a non-conforming sign that is damaged or destroyed by the intentional acts or omissions of the owner or owner's agent may not be rebuilt, restored, replaced or repaired except in conformance with the applicable requirements of the Code, including those of the zoning district and Sub-district in which the sign is located.

6. Expansion of a Non-Conforming Structure

Notwithstanding Subsection IV.H.4, Restoration of Non-Conforming Structure, Site Element or Sign after Damage or Destruction, a non-conforming structure, which is non-conforming as to setback and/or height only, may be expanded provided:

a. The new building footprint does not cumulatively increase the footprint of the original building area by more than 20%;
b. Such building addition is architecturally compatible with the requirements of the Sub-district in which the building is located;
c. The new building area extends the existing building wall to a location between the existing building wall and the Build-to Zone required in the Sub-district;
d. The proposed building addition will comply with the parking requirements for the enlarged structure; and

e. The height of the non-conforming structure does not exceed the maximum height allowed by the Sub-district after the expansion; and
f. The City Manager or designee may determine which plan information and documents must be submitted for adequate review of individual applications based on Section IV, Administration.

7. Plan Approval for Non-Conforming Properties

The City Manager or designee shall be authorized to approve minor revisions to an approved site plan or landscape plan for a non-conforming site element, or for the expansion of an existing non-conforming structure, where the proposed revisions meet the criteria in:

a. Subsection IV.H.4.b.iii., Non-Conforming Structure, for the demolition of an existing structure or portion thereof;
b. Subsection IV.H.4.d.i., or Subsection IV.H.3.d.ii., Non-Conforming Site Element, for demolition of an existing site element or portion thereof; or
c. Subsection IV.H.6., Expansion of a Non-Conforming Structure, for the expansion of a non-conforming structure.

8. Relationship to Code of Ordinances and Comprehensive Zoning Ordinance

This Subsection, IV.H., Non-Conformities, regarding non-conforming uses, structures, site elements and signs is applicable only to property located within this Planned Development (PD) district. The provisions regarding non-conforming uses, structures, site elements and signs contained in the City of Richardson Code of Ordinances and the Richardson Comprehensive Zoning Ordinance, as amended or its successors, are not amended hereby and continue to control property located outside of this Planned Development (PD) district.

I. Adaptive Reuse of Existing Drive-In and Drive-Through Banks and Financial Institutions Legal and Valid

1. All banks and financial institutions with drive-in and drive-through facilities existing at the time of adoption of the Code (MONTH, DAY, YEAR) which are located in the Collins/Arapaho TOD & Innovation District as provided in the table in this section, are hereby declared legal and valid structures relative to zoning and may continue to exist as legal and valid structures subsequent to passage of these regulations.
2. These uses shall be exempt from the requirements of Subsection IV.H., Non-Conformities, of these regulations, and Article XXII, Nonconforming Uses, of the Richardson Comprehensive Zoning Ordinance, as amended or its successors, pertaining to nonconforming uses and structures.
3. At such time when the bank or financial institution use ceases, the individual property shall continue to be exempt from the requirements of Subsection IV.H., Non-Conformities, of these regulations, and Article XXII, Nonconforming Uses, of the Richardson Comprehensive Zoning Ordinance, as amended or its successors, pertaining to non-conforming uses and structures as long as the new use utilizes the drive-in or drive-through facility in conformance with Subsection IV.H.2., Exceptions.
4. If the drive-thru facility is demolished, in whole or in part for any reason, it shall not be rebuilt or reconstructed.

5. Properties with existing drive-thru facilities at the time of adoption of this Code include:

Address	Legal Description	Recordation Information
780 E. Campbell Road	Central Block Block A, Lot 1A	Vol. 83167/1258
850 E. Campbell Road	Central Park Rep Block B, Lot 8	Int. 200600043025
910 E. Campbell Road	J L Williams Replat Block C, Lot 2	Int. 201700176636
707 E. Arapaho Road	Corporate Square 3rd Inst Block 9, Lot 1A	Int. 200503573550
1775 N. Plano Road	Spring Creek Business Park Rep Block 4, Lot 1	Int. 201700238120
601 N. Plano Road	Arapaho Business Park Block 3, Lot 6	Vol. 86140/1254

V. Definitions

For purposes of the Code, the definitions listed below shall apply unless the context clearly indicates otherwise. Terms not defined herein shall have the meaning assigned in the Richardson Comprehensive Zoning Ordinance, as amended or its successors.

A – Definitions

Adaptive Reuse – The development of a new use for an existing building or for a building originally designed for a different or specific purpose. Adaptive reuse may include residential uses only or a combination of residential and non-residential.

Aesthetic – Elements in the natural or built environment that are pleasing to the eye.

Amenity – A natural or man-made feature that enhances the aesthetic quality or visual appearance, or makes more attractive or satisfying, a particular property, place, or area.

Architectural standards – Criteria which regulate building walls, materials, doors, windows, roofs, lighting, mechanical equipment, eaves, cornices, platforms, porches, or any types of structural elements attached to and extending from the structure.

Architectural feature – A prominent or significant part or element of a building, structure, or site.

Articulation – Features that provide architectural detail, differentiation, openings, and characteristics which give variety to a building façade.

Awning – A roof-like cover which may be fixed in place or retractable that is not a permanent, integral element of the building to which it is attached, projecting from the façade of a building for the purpose of shielding a doorway or window from the elements.

B – Definitions

Blank façade – An exterior wall devoid of architectural detail, features, differentiation, openings, and lacking characteristics which gives it variety.

Block – An area bounded by street right-of-way and/or a private street easement; provided, however, mews and alley rights-of-way (or easements) shall not qualify for defining a block.

Building code – The International Code and/or National Code series, as adopted by the City of Richardson, Texas including any amendments thereto.

Building elevation – Scaled two-dimensional drawings of the front, rear, and side of a building showing features, including architectural details, building materials, and relationship of surrounding grade to floor level.

Building height – The overall height of a building and/or parking structure as measured from at grade to the tallest projecting element on the building and/or parking structure.

Build-To Zone – An area typically measured from the front property line to a parallel building line set at a specified dimension in which the principal building and/or parking garage shall be located.

C – Definitions

Canopy – A roof-like structure that is an integral element of a building and extends horizontally more than one foot from the face of a building façade.

City – The City of Richardson, Texas

Collaborative Co-Working Space – A building or facility that provides a business service provision model involving individuals working independently or collaboratively in shared office space. Such space may include offices, huddle, meeting and conference rooms, kitchenette spaces, bike lockers, shared community workshop and laboratory space (makerspace) and on-site equipment such as 3D printers, copiers, laser cutters and receptionist.

Community Garden – A site used for growing plants for food, fiber, herbs and flowers and shared and maintained by community residents.

Commercial Entertainment, Indoors – A facility for any indoor profit-making activity which is providing participatory and/or spectator activities, such as, but not limited to, motion picture theaters, bowling alleys, video game rooms, e-sports, billiard halls, indoor skating rinks, bingo parlors, rock climbing walls, indoor playgrounds, trampoline parks, bounce house facilities, escape rooms and similar entertainment activities.

Commercial Entertainment, Outdoors – An outdoor area or facility, open to the public, which provides entertainment or amusement primarily by and for a fee or admission charge. Typical uses include sports fields, batting cages, miniature golf, and go-karts.

Curb line – The predominant back edge of a roadway or paved area, excluding driveways, curb cuts, bulb-outs, and indentations.

Cultural/Community Center – A nonprofit institution engaged primarily in the performing arts or in the display or preservation of cultural objects of interest in the arts or sciences that are open to the public on a regular basis.

D – Definitions

Data Center – A building or facility primarily dedicated to housing computer systems and associated components generally including redundant or backup power supplies, redundant data communication connections, environmental controls, and security devices and also including office areas for support staff.

Development – The subdivision of land and/or construction, reconstruction, expansion, structural alteration, conversion, or relocation of any buildings or structures; and any use or extension of use of land. Minor improvements to an existing property or structure, including routine maintenance, aesthetic enhancements, parking and/or circulation changes, and landscaping enhancements shall be excluded from this definition.

Development plans – Includes site plans, landscape plan, civil engineering plans, and building elevation plans that are submitted to the City for review and approval.

Drive-Through – Facilities allowing transactions for goods or services without leaving a motor vehicle.

Driveways – An opening along the curb line at which point vehicles may enter or leave the roadway.

Drone – An unmanned aircraft operated without the possibility of direct human intervention from within or on the aircraft.

Drone Operations and Maintenance Center (DOMC) – A designated area of land or structure intended for storage, staging, maintenance, and operation of drones. The term includes all equipment, appurtenant structures, and areas necessary to operate a drone, including but not limited to, docking stations, charging stations, and safety and storage areas.

Dwelling Unit – A building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters including facilities for food preparation, sleeping, and sanitation.

E – Definitions

Easement – A right of use granted within a tract of land by a property owner to another person or entity or to the public for the purpose specified therein.

Electrical Substation – A facility for transforming electricity to individual users.

Established building line – The line at which a building is located parallel to the right-of-way line.

Event Center – A building with one or more rooms or spaces used to host temporary professional or social events which can be rented by the public for a fee. Event Centers may be the primary or secondary use of a building.

F – Definitions

Façade – That portion of any exterior elevation on the building extending from grade to top of the parapet, wall, or eaves and the entire width of the building elevation but excluding the roof. Where separate faces are oriented in the same direction or in directions within forty-five degrees of one another, they are to be considered as part of a single façade. Multiple buildings on the same lot will each be deemed to have separate façades.

Flag – A piece of cotton, silk, or polyester cloth or similar material, typically oblong or square, attachable by one edge to a flagpole.

Flag, *Corporate* – A flag bearing the emblem and/or insignia of an on-premise business or organization.

Flagpole – A pole permanently affixed to the ground used for flying a flag.

Frontage – The linear edge of a property adjacent to a street right-of-way or street easement.

G – Definitions

Green Roof – A layer of vegetation planted over a waterproofing system that is installed on top of a flat or slightly sloped roof.

H – Definitions

No Definitions

I – Definitions

Innovation Ready – A building or facility that has the necessary infrastructure in place to house established or entrepreneurial high tech, research and development, bio tech or material science, data center or other technologically-innovative uses. Infrastructure may include, but not be limited to: high-speed wireless, fiber-optic connectivity, electronic security control and modular spaces with flexible HVAC appropriate for technology equipment.

J – K Definitions

No Definitions

L – Definitions

Large Scale Retail/Service Store – A single user/tenant over 20,000 square feet in size, engaged in the selling of goods, merchandise, or on-site services to the general public in small quantities for personal or household consumption and rendering services incidental to the sale of such goods.

Laundry or Dry Cleaning Service – A building or portion thereof in which individual consumer articles of clothing and other textiles are laundered, pressed or dry cleaned on site, and may include pick-up and delivery of individual consumer clothing and other textiles.

Live/Work – A building or portion of a building integrating both a dwelling unit and a non-residential use in a shared space or within a common building.

Lot Line – The lines bounding a lot.

Lot Line-Front – The side of a lot abutting a street. A corner lot adjacent to two or more streets shall have two or more front lot lines.

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.

Lot line - Side – Any lot line not the front or rear lot line and intersects with the front lot line.

M – Definitions

Manufacturing Facility, Artisanal – A business primarily engaged in the on-site production of goods by hand manufacturing which involve the use of hand tools and small-scale equipment.

Masonry – Brick minimum of three inches in thickness, natural or cast stone, heavy textures split-face concrete block, but excluding site-cast or tilt wall concrete panels or similar materials.

Microbrewery – A place of business primarily engaged in the manufacture and wholesale sale of ale and malt liquor. Subject to applicable provisions of the Texas Alcoholic Beverage Code, the microbrewery shall be allowed to provide samplings, tastings, tours, special events and may sell ale produced on the premises to ultimate consumers on the premises as allowed by applicable law only as an accessory use to the microbrewery.

N – O Definitions

No Definitions.

P – Definitions

Parapet – That portion of a building wall or façade that extends above the roof line of the building.

Parking, off-street – Parking located within a development parcel and outside a public right-of-way or street easement.

Parking, on-street – Parking located completely or partially within a public right-of-way or street easement.

Parking structure – A parking garage located above ground and/or underground consisting of one or more levels but excluding a parking lot with all spaces at grade level.

Performing Arts Center – A multi-use performance space that is designed for use by various types of the performing arts including music, theater and dance.

Principal Building – Means buildings, structures or other facilities, or a combination thereof, which are designed for or occupied by a principal use.

Principal Use – Means the primary or dominant use of a lot, building or structure.

Private open space – An area of land set aside, dedicated, designated, or reserved for private use for recreational activities or other amenities, including parks, plazas, patios, etc. and maintained by the property owner.

Public open space – An area of land set aside, dedicated, designated, or reserved for public use for recreational activities or other amenities, including parks, plazas, patios, etc., that may be maintained by the City. Public open space shall not include publicly accessible open space on private property.

Publicly accessible open space – An area of land set aside, dedicated, designed for public use on private property for recreational activities or other amenities, including parks, plazas, patios, etc. and maintained by the property owner. These spaces are highly visible from the public right-of-way and easily accessible to the general public.

Q – Definitions

No Definitions.

R – Definitions

Radio, Recording or Television Studio – A facility for the production of music, sound recording, radio, video or television programs, excluding transmission or broadcasting towers, antennae or facilities.

Redevelopment – See “Development”.

Retail Sales – A single user/tenant 20,000 square feet or less in size, engaged in the selling of goods, merchandise, or on-site services to the general public in small quantities for personal or household consumption and rendering services incidental to the sale of such goods.

Right-of-way – The boundary of public ownership of an easement or fee title dedication for use or property as a public street, trail, sidewalk, alley, utilities or other similar purpose.

S – Definitions

Shared parking – Parking that is utilized by buildings or tenants on two or more parcels.

Sidewalk – A paved surface intended for pedestrians.

Sign – An outdoor structure, display, light, device, figure, painting, drawing, message, plaque, poster, billboard or other thing that is designed, intended or used to advertise or inform.

Sign Face – The surface or surfaces of a sign upon, against, or through which the message is displayed or illustrated on the sign.

Sign, A-frame/sandwich board – A portable sign consisting of (a) two panels of approximately equal size which are hinged at the top, or (b) one panel with a support, and which is placed on the ground or pavement so as to be self-supporting.

Sign, address – A sign that lists the number or other location designation assigned to a building or tenant suite.

Sign, awning /canopy – Any awning or canopy containing signage used to identify a business, profession, service, product, or activity conducted, sold or offered on the premises where such sign is located.

Sign, building blade – A pedestrian-oriented sign affixed perpendicular to the corner or to the front façade of a building and located above the ground floor as a means of providing identity to the entire building.

Sign, building directory – A sign located at a building entrance listing the names, uses, or locations of the various business or activities conducted within a building, but containing no advertising.

Sign, building identification – A sign which identifies the name and/or address of a building or the name or logo of the building tenant if a single tenant or major tenant occupies the building.

Sign, bulletin board – A sign containing information where a portion of such information may be periodically changed, provided that such change shall be effected by the replacement or interchange of letters, numbers, or other graphic symbols by insertion, attachment or similar means. The use of slate, chalkboard, cardboard or similar material with pencil, chalk, crayon or similar types of marking is prohibited on a bulletin board sign.

Sign, cabinet – A sign that contains all the text and/or logo symbols within a single enclosed cabinet and may or may not be illuminated; also knows as a "box sign."

Sign, construction – A temporary sign providing information about future development or current construction on a site and the parties involved in the project.

Sign, directional – Any sign for a development which provides on-site directions, denotes locations for ingress and egress or prohibits ingress and egress, and may contain logo information to help direct patrons to their destination but shall contain no other advertising and shall not be used for advertising purposes.

Sign, district identity – A sign that identifies a district or neighborhood by symbol and/or name and is typically located at a district entrance or gateway.

Sign, illuminated – Any sign which has characters, letters, figures, designs or outlines illuminated directly or indirectly by electric lights, luminous tubes, or other means.

Sign, marquee – A sign structure placed over the entrance to a theatre or other public gathering venue with signage stating the name of the establishment and/or the name of the event, artist, and other details of the event appearing at that venue. A marquee sign is often identifiable by a surrounding cache of light bulbs, usually yellow or white.

Sign, memorial – A sign, tablet, or plaque typically mounted on a building memorializing a person, event, structure, or site.

Sign, monument – Any sign which is connected to the ground and which has no clear space for the full width of the sign between the bottom of the sign and the surface of the ground. A monument sign may include a sign face and sign structure, and may also include a sign base and sign cap.

Sign, mural – A picture or graphic representation applied to an exterior wall which may contain logos or names of the business occupying the building, but may not illustrate any activities, merchandise or services of the business occupying the building of which the mural is applied. Murals can be created in a variety of media, including paint, mosaic, tile, glass or resin, stone or metal relief. A mural shall not include sculpture or moving parts, nor internal illumination or light as a media, or any of the effects listed in Section 18.5(4) of Chapter 18. Sign Regulations of the City of Richardson Code of Ordinances, as amended or its successors.

Sign, nameplate – A sign, located on the premises, giving the name and/or address of the owner or occupant of a building or premises, usually a single-family dwelling.

Sign, political – A sign identifying and urging voter support for a particular election issue, political party, or candidate for public office.

Sign, projecting and hanging – Any sign, except an awning/canopy, that projects perpendicularly from a building and which has one end attached to a building, awning, or permanent structure.

Sign, promotional – An advertising display that is temporary in nature, not permanently attached to the ground or sign surface, and is used for special events, such as, but not limited to, grand openings, seasonal sales, and promotions.

Sign, real estate – A temporary sign that relates to the sale, lease, or rental of property or buildings.

Sign, sandwich board – See Sign, A-frame.

Sign, wall – Any sign erected flush against an exterior wall, supported by the wall, and having the sign face parallel to the wall or painted directly onto a wall, including neon tubing or other material attached directly to a wall surface when forming a border for the subject matter, or when directing attention to the subject matter or when forming letters, logos, or pictorial designs.

Sign, wayfinding building – Any sign that displays an on-premise message that identifies the location of building entrances, exits and shipping or loading docks.

Sign, wayfinding site – Any pedestrian-scaled sign which provides a map and listing of the names, uses, or locations of the various businesses or activities conducted within a district or development and which contains no advertising and is not used for advertising.

Sign, window – Any sign, banner, poster, or display located on the internal surface of the window of any establishment for the purpose of advertising services, products or sales available within such establishment or which announces the opening of such establishment.

Single family detached – A structure containing four or fewer dwelling units, not attached to any other structure, entirely surrounded by open space on the same lot. *See also Townhome.*

Stoop – A porch with steps that is located approximately at the level of the first floor of the structure and intended to provide access to a dwelling unit.

Streetscape – All common elements that make up a street within the right-of-way including the street, street furnishings, landscaping and sidewalks.

Street furnishings – Elements useful for pedestrian convenience and comfort including but not limited to: pedestrian lights, benches, newspaper racks, trash receptacles, bollards, planters, tree grates, fences, railings, bicycle racks, mailboxes, fountains, kiosks, and phones.

Street trees – Trees that line the street within the public right-of-way or street easement, typically planted in a linear fashion.

Street wall – A masonry wall, minimum six feet and maximum twelve feet tall, constructed within the Required Front Build-to Zone.

T – Definitions

Townhome – A single family dwelling in a row of at least two attached units, each on its own platted lot and having its own front and rear access to the outside. No unit shall be located over another unit and there shall be no visible separation between walls or roofs of adjoining units. Each unit shall be separated from other units by one or more vertical common firewalls. Specific to this Form Based Code only, the definition of townhome shall not include a traditional duplex, triplex or quadplex as may be defined by the City of Richardson Comprehensive Zoning Ordinance.

U – Definitions

University or College – An institution, public or private, established for educational purposes offering courses for study beyond the secondary education level.

V – Definitions

Ventilated façade system – A high-performance façade solution that consists of a rain screen and decorative façade (manufactured of type 304, 316 or 430 architectural grade stainless steel, zinc alloy, titanium or other metal material of comparable or greater quality that is approved by the City Manager or designee), cavity depth and ventilation, insulation and sub-frame. Systems may include colorized, patterned and textured stainless steel sheet cladding systems; insulated core metal wall panel systems; metal composite wall panel systems; rear ventilated phenolic rain screen wall panel systems; titanium zinc alloy sheet metal roofing façade cladding and roof drainage components systems.

W – Definitions

Winery/Distillery – A facility that: (1) ferments juices from grapes and/or other fruit; (2) blends wines; (3) distills and/or blends alcoholic liquors; (4) manufactures, bottles, labels and packages wine and/or alcoholic liquors; and/or (5) performs any other similar activity authorized by the Texas Alcoholic Beverage Code as amended or its successors.

X Definitions

No Definitions.

Y – Definitions

Yard – An open space on the same lot with a building, unoccupied and unobstructed by any portion of a structure from the ground, upwards.

Z – Definitions

No Definitions.

Appendix A – Review Process

